

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

RICHARD WILCOX,
RICHARD D. MORRIS and
DEWEY STEVENSON,
on behalf of themselves and
all others similarly situated,

Case No. 3:09-CV-659

Plaintiffs,

vs.

ALTERNATIVE ENTERTAINMENT, INC,

Defendant.

SETTLEMENT AGREEMENT

This Settlement Agreement and Release of Claims (“the Agreement”) is created by and between Plaintiffs Richard Wilcox, Richard D. Morris, Dewey Stevenson and the classes of individuals that they represent and Defendant Alternative Entertainment, Inc. This Agreement is binding upon all Class Representatives (as defined in ¶1.5), all Wisconsin Overtime/Minimum Wage Class Members (as defined in ¶1.34), all Michigan Overtime/Minimum Wage Class Members (as defined in ¶1.18), all Wisconsin Deduction Class Members (as defined in ¶1.30), all Michigan Deduction Class Members (as defined in ¶1.14), all Opt-In Class Members (as defined in ¶1.22), Class Counsel (as defined in ¶1.4), the Company (as defined in ¶1.7), and Defense Counsel (as defined in ¶1.8), other than those Rule 23 Class Members who both opt out of settlement and do not participate as Opt-In Class Members, except as set forth herein.

I. DEFINITIONS

The terms set forth below shall have the meanings defined in this Section wherever used in this Agreement and in all of its Exhibits.

1.1 The “Civil Action” means the above-captioned case.

1.2 “Claimant” is a generic term referring, in proper context, to any Wisconsin Overtime/Minimum Wage Claimant, Michigan Overtime/Minimum Wage Claimant, Wisconsin Deduction Claimant, Michigan Deduction Claimant or Opt-In Claimant who returns a timely executed claim form. It is within the contemplation of the Parties that Claimants may be members of more than one of the above-described Classes and would have the right to settlement proceeds from more than one of said Classes.

1.3 “Claims Administrator” means Rust Consulting Co., Inc.

1.4 “Class Counsel” means Hawks Quindel, S.C., Axley Brynerson, LLP, and Gingras, Cates, & Luebke, S.C.

1.5 “Class Representatives” are, for the purposes of settlement only, (1) for the Wisconsin Overtime/Minimum Wage Class, Plaintiffs Richard Wilcox and Richard D. Morris; (2) for the Michigan Overtime/Minimum Wage Class, Plaintiff Dewey Stevenson; (3) for the Wisconsin Deduction Class, Plaintiff Richard D. Morris; (4) for the Michigan Deduction Class, Plaintiff Dewey Stevenson; and (5) for the Opt-In Class, Plaintiffs Richard Wilcox, Richard D. Morris and Dewey Stevenson.

1.6 The “Court” means the United States District Court for the Western District of Wisconsin, Judge Barbara B. Crabb presiding.

1.7 “Defendants” means Alternative Entertainment, Inc. and Thomas Burgess. The “Company” means Alternative Entertainment, Inc.

1.8 “Defense Counsel” means Ross W. Townsend and Kurt A. Goehre of Liebmann, Conway, Olejniczak & Jerry, S.C., and Jill S. Kirila of Squire, Sanders & Dempsey L.L.P.

1.9 “Effective Date” means the earliest date upon which both of the following have occurred: (1) entry of an Order by the Court certifying the Rule 23 Classes for purposes of this settlement; and (2) entry of Final Approval Order as defined in ¶1.11.

1.10 “Execution Date” means the date on which the last of the Parties executes this Agreement.

1.11 The “Final Approval Order” means the Order entered by this Court 1) approving the terms of the this Agreement following submission to the Court of a Joint Motion for Order for Final Certification of the Rule 23 Settlement Classes and Final Approval of this Agreement; and 2) approving the terms of this Agreement following submission to the Court of a Joint Motion for Order for Approval of §216(b) Collective Action Settlement and for Certification of the Opt-In Class.

1.12 “Maximum Settlement Amount” means Two Million-Three-Hundred-Thirty Thousand and 00/100 Dollars (\$2,330,000.00) which is the maximum total amount to be paid by the Company to all Wisconsin Overtime/Minimum Wage Class Members, Michigan Overtime/Minimum Wage Class Members, Wisconsin Deduction Class Members, Michigan Deduction Class Members, Opt-In Class Members, all Class Representatives, and Class Counsel.

1.13 The “Michigan Deduction Class” means any and all persons employed by the Company in Michigan as a technician at any time during the period of October 29, 2006 through and including August 6, 2010.

1.14 “Michigan Deduction Class Member” means any current or former employee of the Company who was employed as a technician in Michigan at any time during the period of

October 29, 2006 through and including August 6, 2010. There are 668 Michigan Deduction Class Members, all of whom are listed in Exhibit A.

1.15 “Michigan Deduction Claimant” means any Michigan Deduction Class Member who timely signs and returns a Settlement Claim Form and Release of Claims, as provided in ¶3.2(E).

1.16 “Michigan Deduction Maximum Settlement Amount” means the amount calculated by the formula set out in paragraph 2.15.

1.17 The “Michigan Overtime/Minimum Wage Class” means any and all persons employed by the Company in Michigan as a COV or POV technician at any time during the period of October 29, 2006 through and including August 6, 2010.

1.18 “Michigan Overtime/Minimum Wage Class Member” means any current or former employee of the Company who was employed as a COV or POV technician in Michigan at any time during the period of October 29, 2006 through and including August 6, 2010. There are 878 Michigan and Wisconsin Overtime/Minimum Wage Class Members, all of whom are listed in Exhibit B. The Parties acknowledge that Defendant has provided class member information for the Michigan and Wisconsin Overtime/Minimum Wage Class for pay periods up to June 18, 2010. Exhibit B will be supplemented with the remaining pay periods through August 6, 2010 as soon as practicable.

1.19 “Michigan Overtime/Minimum Wage Claimant” means any Michigan Overtime/Minimum Wage Class Member who timely signs and returns a Settlement Claim Form and Release of Claims, as provided in ¶3.2(D).

1.20 “Michigan Overtime/Minimum Wage Maximum Settlement Amount” means the amount calculated by the formula set out in paragraph 2.12.

1.21 The “Opt-In Class” means any and all current or former COV or POV technicians employed by the Company at any time during the period of October 29, 2006 through and including August 6, 2010 who is also a Class Representative or who filed an opt-in notice with the Court on or before the Execution Date, or who timely opts into the Civil Action and the settlement by timely signing and returning a Settlement Claim Form and Release of Claims, as provided in ¶3.2(D).

1.22 “Opt-In Class Member” means any current or former employee of the Company who was employed as a COV or POV technician at any time between October 29, 2006 and August 6, 2010 who is a Class Representative or who filed an opt-in notice with the Court on or before the Execution Date, or who timely opts into the Civil Action and the settlement by timely signing and returning a Settlement Claim Form and Release of Claims, as provided in ¶3.2(D).

1.23 The “Parties” mean, collectively, the Class Representatives, the Rule 23 Class Members, the Opt-In Class Members and the Defendants.

1.24 “Plaintiffs” mean all Class Representatives, Rule 23 Class Members and Opt-In Class Members.

1.25 The “Preliminary Approval Order” means the Order entered by this Court preliminarily approving this Agreement following submission to the Court of a Joint Motion for Order Preliminarily Approving the Settlement Agreement and Certifying the Rule 23 Settlement Classes.

1.26 “Released Claims” means “Wage Classes Released Claims” and “Class Representative Released Claims”.

1.27 “Released Parties” means the Company and (except as limited below) DISH Network, Inc., their owners (including, but not limited to, Tom Burgess), stockholders, predecessors, successors, assigns, agents, directors, officers, employees, representatives, insurers,

attorneys, parent companies, divisions, subsidiaries, affiliates, benefit plans, plan fiduciaries and/or administrators, and all persons acting by, through, under or in concert with any of them, including any party that was or could have been named as a defendant in the Civil Action. DISH Network, Inc. is included as one of the “Released Parties” only to the extent that any claim raised against DISH Network, Inc. is based upon, relates to, or arises out of any claimant’s past or present employment or termination of employment with the Company.

1.28 The “Rule 23 Class Members” is a collective term referring to all Wisconsin Overtime/Minimum Wage Class Members, all Michigan Overtime/Minimum Wage Class Members, all Wisconsin Deduction Class Members and all Michigan Deduction Class Members.

1.29 The “Wisconsin Deduction Class,” means any and all persons employed by the Company in Wisconsin as a technician at any time during the period of December 22, 2003 through and including August 6, 2010.

1.30 “Wisconsin Deduction Class Member” means any current or former employee of the Company who was employed as a technician in Wisconsin at any time during the period of December 22, 2003 through and including August 6, 2010. There are 1426 Wisconsin Deduction Class Members, all of whom are listed in Exhibit C.

1.31 “Wisconsin Deduction Claimant” means any Wisconsin Deduction Class Member who timely signs and returns a Settlement Claim Form and Release of Claims, as provided in ¶3.2(E).

1.32 “Wisconsin Deduction Maximum Settlement Amount” means the amount calculated by the formula set out in paragraph 2.14.

1.33 “Wisconsin Overtime/Minimum Wage Class” means any and all persons employed by the Company in Wisconsin as a COV or POV technician at any time during the period of October 29, 2006 through and including August 6, 2010.

1.34 “Wisconsin Overtime/Minimum Wage Class Member” means any current or former employee of the Company who was employed as a COV or POV technician in Wisconsin at any time during the period of October 29, 2006 through and including August 6, 2010. There are 878 Michigan and Wisconsin Overtime/Minimum Wage Class Members, all of whom are listed in Exhibit B. The Parties acknowledge that Defendant has provided class member information for the Michigan and Wisconsin Overtime/Minimum Wage Class for pay periods up to June 18, 2010. Exhibit B will be supplemented with the remaining pay periods through August 6, 2010 as soon as practicable.

1.35 “Wisconsin Overtime/Minimum Wage Claimant” means any Wisconsin Overtime/Minimum Wage Class Member who timely returns and signs a Settlement Claim Form and Release of Claims, as provided in ¶3.2(D).

1.36 “Wisconsin Overtime/Minimum Wage Maximum Settlement Amount” means the amount calculated by the formula set out in paragraph 2.12.

II. RECITALS

2.1 On or about October 29, 2009, Class Representative Richard Wilcox brought this Civil Action in which he claimed that the Company violated the Fair Labor Standards Act (“FLSA”) and Wisconsin state law by failing to properly pay its technicians for overtime hours worked. The Complaint sought recovery of overtime pay, liquidated damages in an amount equal to the overtime pay, pre- and post- judgment interest, costs, reasonable attorneys’ fees, and other relief.

2.2 On or about December 22, 2009, the Complaint was amended to add claims that the Company violated the FLSA and Wisconsin state law by failing to pay technicians minimum wages for all time worked and by unlawfully deducting earned wages from technicians’ pay without proper written authorization.

2.3 On or about February 11, 2010, the Complaint was again amended to add a second class representative, Richard Morris.

2.4 Through this Agreement and for the purposes of settlement only, the Parties stipulate to the filing of Plaintiffs' Third Amended Complaint which adds a third class representative, Dewey Stevenson, which adds Tom Burgess as a defendant, and which adds claims for alleged violations of Michigan law regarding minimum wage and overtime pay as well as a Michigan claim of common law conversion. A copy of the Plaintiffs' Third Amended Complaint is attached hereto as Exhibit D. Class Counsel will file Exhibit D within ten (10) business days following the Execution Date. Following the filing of Plaintiffs' Third Amended Complaint, the Company and Mr. Burgess will answer the Third Amended Complaint, dispute the material allegations both as to fact and law, and deny any liability to the Plaintiffs or any member of the settlement classes.

2.5 For the purposes of settlement only, the Parties seek the certification of the following opt-out settlement classes pursuant to Rule 23 of the Federal Rules of Civil Procedure:

- (A) The "Wisconsin Overtime/Minimum Wage Class" (as defined in ¶1.33);
- (B) The "Michigan Overtime/Minimum Wage Class" (as defined in ¶1.17);
- (C) The "Wisconsin Deduction Class" (as defined in ¶1.29); and
- (D) The "Michigan Deduction Class" (as defined in ¶1.13).

2.6 Intentionally left blank.

2.7 This Settlement Agreement is contingent upon the approval and certification of all four settlement classes enumerated in ¶2.5. The Company does not waive, and expressly reserves its right to challenge the propriety of class certification for any purpose should the Court refuse to certify any of the five settlement classes, fail to approve this Settlement Agreement, or fail to enter the Final Approval Order.

2.8 Prior to entering into this Agreement, Class Counsel conducted a thorough investigation into the facts of the Civil Action. As part of that investigation Class Counsel conducted an extensive review and audit of numerous Company and employee documents (including payroll records, job reports, employee invoices, etc.), interviewed numerous class members, conducted depositions of company representatives, and audited records of class and non-class members. Based upon Class Counsel's investigation and evaluation, and in light of all known facts and circumstances (including the risk of significant delay, defenses asserted by Defendants, and other potential legal and factual issues), Class Counsel are of the opinion that the settlement set forth in this Agreement is fair, reasonable, adequate, and is in the best interest of all Plaintiffs.

2.9 It is the intention of the Parties that this Agreement shall constitute a full and complete settlement of all Released Claims (as those terms are defined in ¶¶5.1, 5.2 and 5.3) against all Released Parties (as that term is defined in ¶1.27).

2.10 Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Civil Action.

2.11 This Agreement is a compromise and shall not be construed as an admission by Defendants or the Released Parties of liability at any time or for any purpose. The Parties further acknowledge and agree that neither this Agreement nor the settlement shall be used to suggest an admission of liability in any dispute the Parties may have now or in the future with respect to any person or entity, including any of the Defendants. Neither this Agreement nor anything in it, nor any part of the negotiations that occurred in connection with the creation of this Agreement shall constitute evidence with respect to any issue or dispute in any lawsuit, legal proceeding, or administrative proceeding, except for legal proceedings concerning the enforcement or interpretation of this Agreement.

2.12 The formula used to calculate the amount to be paid to each potential Wisconsin and Michigan Overtime/Minimum Wage Claimant is as follows:

After reducing the Maximum Settlement Amount by the amount awarded by the Court for Plaintiffs' attorneys' fees and costs, and for Class Representative service payments as set forth in ¶2.16, the remaining amount shall be allocated i) one-third to the Wisconsin and Michigan Deduction Classes (the "One-Third Amount") and ii) two-thirds to the Wisconsin and Michigan Overtime/Minimum Wage Classes (the "Two-Thirds Amount"). The "Adjusted Total Work Weeks" for all Wisconsin and Michigan Overtime/Minimum Wage Class Members during the relevant time period shall be determined first by adding together all weeks actually worked as COVs and POVs by all Wisconsin and Michigan Overtime/Minimum Wage Class Members. To that sum shall be added an additional number of weeks equal to 12.5% of the total weeks worked as POVs by all Wisconsin and Michigan Overtime/Minimum Wage Class Members during the relevant time period. The resulting sum of Adjusted Total Work Weeks shall then be divided into the Two-Thirds Amount, resulting in a "Average Weekly Wage Claim Amount." Defense Counsel and Class Counsel shall submit to the Claims Administrator the Average Weekly Wage Claim Amount. The individual amount to be paid to each Wisconsin and Michigan Overtime/Minimum Wage Claimant for weeks worked as a COV shall be calculated by multiplying the Average Weekly Wage Claim Amount by the actual number of work weeks worked by each particular Wisconsin and Michigan Overtime/Minimum Wage Claimant as a COV during the relevant time period. The individual amount to be paid to each Wisconsin and Michigan Overtime/Minimum Wage Claimant for weeks worked as a POV shall be calculated first by adjusting upward by 12.5% the actual number of work weeks worked as a POV by each particular Wisconsin and Michigan Overtime/Minimum Wage Claimant. Second, the adjusted total POV work weeks for that Claimant shall then be multiplied by the Average Weekly Claim

amount, yielding the individual amount to be paid to each Wisconsin and Michigan Overtime/Minimum Wage Claimant for weeks worked as a POV.

The actual work weeks of the first ten individual Class Members who opt out of the settlement in accordance with Section 3.2(C) shall be included in the calculating the Adjusted Total Work Weeks; but work weeks of Class Members who opt out of the settlement in accordance with Section 3.2(C), beyond the initial ten noted above, shall be excluded when calculating the Adjusted Total Work Weeks.

2.13 Intentionally left blank.

2.14 The formula used to calculate the amount to be paid to each potential Wisconsin Deduction Claimant is as follows:

After reducing the Maximum Settlement Amount by the amount awarded by the Court for Plaintiffs' attorneys' fees and costs, and for Class Representative service payments as set forth in ¶2.16, the remaining amount shall be allocated i) one-third to the Wisconsin and Michigan Deduction Classes (the "One-Third Amount") and ii) two-thirds to the Wisconsin and Michigan Overtime/Minimum Wage Classes (the "Two-Thirds Amount"). The total actual work weeks worked as a technician by all Wisconsin and Michigan Deduction Class Members during the relevant time period shall be divided into the One-Third Amount, resulting in an "Average Weekly Deduction Claim Amount." The actual work weeks of the first ten individual Class Members who opt out of the settlement in accordance with Section 3.2(C) shall be included in the determining the total actual work weeks worked as a technician by all Wisconsin and Michigan Deduction Class Members; but work weeks of Class Members who opt out of the settlement in accordance with Section 3.2(C), beyond the initial ten noted above, shall be excluded. Defense Counsel and Class Counsel shall submit to Claims Administrator the Average Weekly Deduction Claim Amount. The individual amount to be paid to each Wisconsin Deduction Claimant shall be calculated by

multiplying the Average Weekly Deduction Claim Amount by the actual number of work weeks that Wisconsin Deduction Claimant was employed during the relevant time period.

2.15 The formula used to calculate the amount to be paid to each potential Michigan Deduction Claimant is as follows:

After reducing the Maximum Settlement Amount by the amount awarded by the Court for Plaintiffs' attorneys' fees and costs, and for Class Representative service payments as set forth in ¶2.16, the remaining amount shall be allocated i) one-third to the Wisconsin and Michigan Deduction Classes (the "One-Third Amount") and ii) two-thirds to the Wisconsin and Michigan Overtime/Minimum Wage Classes (the "Two-Thirds Amount"). The total actual work weeks worked as a technician by all Wisconsin and Michigan Deduction Class Members during the relevant time period shall be divided into the One-Third Amount, resulting in a "Average Weekly Deduction Claim Amount." The actual work weeks of the first ten individual Class Members who opt out of the settlement in accordance with Section 3.2(C) shall be included in the determining the total actual work weeks worked as a technician by all Wisconsin and Michigan Deduction Class Members; but work weeks of Class Members who opt out of the settlement in accordance with Section 3.2(C), beyond the initial ten noted above, shall be excluded. Defense Counsel and Class Counsel shall submit to Claims Administrator the Average Weekly Deduction Claim Amount. The individual amount to be paid to each Michigan Deduction Claimant shall be calculated by multiplying the Average Weekly Deduction Claim Amount by the actual number of work weeks that Michigan Deduction Claimant was employed during the relevant time period.

2.16 The Company shall pay a total of Twenty-Five Thousand and 00/100 (\$25,000.00) to Class Representatives as service payments, which shall be deducted from the amounts available for the Maximum Settlement Amount. The payments to the Class Representatives are as follows: Fifteen Thousand and 00/100 (\$15,000.00) to Richard Wilcox, Five Thousand and 00/100 Dollars

(\$8,000.00) to Richard Morris, and Five Thousand and 00/100 (\$2,000.00) to Dewey Stevenson. Said service payments will be dispursed at the same time as all other claims are disbursed.

2.17 In no event will the total payments made by the Company to Plaintiffs and Class Counsel (including Court approved attorneys' fees and costs) exceed the Maximum Settlement Amount (\$2,330,000.00).

2.18 In the event that the Court fails to enter a Preliminary Approval Order or a Final Approval Order in substantially the same format as agreed to by the Parties or in the event that any objector successfully appeals any material part of such Order or Orders, then the Civil Action will proceed as if no settlement had been reached or attempted. In that event, the Civil Action will resume as it existed on August 6, 2010 unless the Parties jointly agree to seek reconsideration of the ruling or seek Court approval of a renegotiated settlement. If a mutually agreed class settlement is not approved, the case will proceed as if no settlement had been attempted, and Defendants retain the right to contest whether this case should be maintained as a collective or class action and to contest the merits of any claim being asserted by Plaintiffs. In such a case, the Parties will request from the Court a new case schedule which shall, among other things, propose dates for completion of discovery, and the filing of motions, including motions with respect to certification and decertification of any class.

2.19 Until expiration of the claims period set forth in ¶3.2(D), the Company agrees that its officers, directors, shareholders and management personnel shall not discuss the Civil Action, settlement of the Civil Action, participation in the settlement or claims process, the effect of the settlement on the Company or its employees with any Rule 23 Class Member or Opt-In Class Member. If the Company's officers, directors, shareholders or management personnel are questioned by a Rule 23 Class Member or Opt-In Class Member concerning the Civil Action,

settlement of the Civil Action or participation in the settlement or claims process, the Company agrees to respond with “no comment.” The Court shall have jurisdiction to enforce this provision.

2.20 The Company agrees that, during the sixty (60) calendar day claim period set forth in ¶3.2(D), Tom Burgess will not be physically present in any of the Company’s district offices, except the Company’s facilities in Seymour, Wisconsin.

2.21 Except for those individuals who both opt out of the settlement pursuant to ¶3.2 and do not participate as Opt-In Class Members, all Rule 23 Class Members, Opt-In Class Members and Class Representatives will be bound by the terms and conditions of this Settlement Agreement, the Final Approval Order, the judgment, and the releases set forth herein to the full extent permitted by law. Further, all objections will be deemed to have waived as to the fairness, reasonableness, and adequacy of the settlement, unless a timely objection by such Class Member has been filed with the Court.

III. APPROVAL AND NOTICE

3.1 On October 5, 2010, Class Counsel and Defense Counsel will submit to the Court (i) this Agreement with Exhibits, (ii) a Joint Motion for Order Preliminarily Approving Settlement Agreement and Conditionally Certifying the Rule 23 Settlement Classes, and (iii) proposed Rule 23 Preliminary Approval Orders.

3.2 Notice and Claims Procedure for Rule 23 Class Members.

(A) Within ten (10) calendar days of the Court’s entry of the Preliminary Approval Order, Defendants’ Counsel will provide the Claims Administrator with a list, in electronic form, of the names, hire date, separation date (if any), work state, last known addresses, and Social Security Numbers of all Class Members. At the same time that Defendants’ Counsel provides this information to the Claims Administrator, it will provide Class Counsel with a list, in electronic form, of the names, hire date, separation date (if any), and work states of all Class Members.

Within twenty (20) calendar days after receiving such information, Class Counsel shall provide Defense Counsel and the Claims Administrator with the amounts calculated for each potential Claimant (i.e., all Class Members) under the formulas set forth in ¶¶ 2.12-2.15.

(B) Notice.

(1) Within thirty (30) calendar days after receiving the information from Defendants' Counsel described in ¶3.2(A), the Claims Administrator shall mail, via First Class United States mail, the Notice of Proposed Settlement of Class Action Lawsuit and Fairness Hearing (in the form attached as Exhibit E), and the Settlement Claim Form and Release of Claims (attached as Exhibit F) to all Class Members using each individual's most accurate address. To determine each individual's most accurate address, before the mailing, the Claims Administrator will run all of the addresses provided by Defendants' Counsel through NCOA. In addition, if any notices are returned to the Claims Administrator as "undeliverable" or "address unknown," then the Claims Administrator will use a skip trace. If an updated address is generated by the skip trace, then the Claims Administrator will resend the Notice of Proposed Settlement of Class Action Lawsuit and Fairness Hearing (in the form attached as Exhibit E), and the Settlement Claim Form and Release of Claims (attached as Exhibit F) using that updated address.

(2) The Notice and Claim form will be posted on the internet at www.aeiclassaction.com. Class Counsel will bear the cost of the creation and maintenance of this website. The website will contain only (i) an announcement identical to the language of the legal notice set forth in ¶3.2(B)(3) below; (ii) the Notice of Proposed Settlement of Class Action Lawsuit and Fairness Hearing (in the form attached as Exhibit E), and (iii) the Settlement Claim Form and Release of Claims (attached as Exhibit F). The Notice and claims forms will be available for downloading and printing

from the website. All claim forms must be filed with the Claims Administrator and may not be filed through the website.

(3) Class Counsel will select six regional newspapers of its choice from Wisconsin and/or Michigan in which to publish a legal notice of this settlement. Class Counsel shall pay for 50% of the costs of said legal notices, and the remaining 50% shall be paid by AEI. Such notice will be published only in the section of that newspaper where legal notices are typically published, and the notice will appear in the same font, font size, etc. as is used by that newspaper for its standard legal notices. The notice will state:

To current and former technicians of Alternative Entertainment, Inc.: If you were employed in Michigan by Alternative Entertainment, Inc. as a Technician at any time between October 29, 2006 and August 6, 2010 or, if you were employed in Wisconsin by Alternative Entertainment, Inc. as a Technician at any time between December 22, 2003 and August 6, 2010, then you may be entitled to a substantial payment of additional wages from the Company. For further information contact Rust Consulting, Inc. at (800)999-7940, or visit www.aeiclassaction.com.

(C) Any Rule 23 Class Member may request exclusion from the Class by “opting out.” Rule 23 Class Members who choose to “opt out” must submit a written and signed request for exclusion to the Claims Administrator. To be effective, such opt-out statements must be sent via First Class United States mail and postmarked by a date certain to be specified on the Notice of Proposed Settlement of Class Action Lawsuit and Fairness Hearing, which will be forty-five (45) calendar days after the Claims Administrator makes the initial mailing of the Notice. The end of the “Opt-Out Period” shall be forty-five (45) calendar days after the last day on which the Claims Administrator makes the initial mailing under ¶3.2(B). The Claims Administrator shall stamp the postmark date on the original of each opt-out statement that it receives and shall email copies of

each Statement on Class Counsel and Defense Counsel not later than three (3) business days after receipt thereof. The Claims Administrator shall also, within three (3) business days of the end of the Opt-Out Period, file with the Clerk of Courts, with Social Security Numbers redacted, stamped copies of any opt-out statements. The Claims Administrator shall, within three (3) business days after the end of the Opt-Out Period, send a final list of all Opt-Out Statements to Class Counsel and Defense Counsel by e-mail.

(D) Any Claimant claiming a settlement amount must also execute and return a copy of the Settlement Claim Form and Release of Claims required under this ¶3.2(D) before any individual will be entitled to receive any settlement amount under this Agreement. To be eligible to receive any payment, the Rule 23 Class Member or Class Representative must submit his or her signed Settlement Claim Form and Release of Claims to the Claims Administrator via First Class United States mail and must be postmarked by a date certain to be specified in the Notice of Proposed Settlement of Class Action Lawsuit and Fairness Hearing. Such date will be sixty (60) calendar days after the Claims Administrator makes the initial mailing of the Notice as provided in ¶3.2(B). Any Wisconsin Overtime/Minimum Wage Class Member or Michigan Overtime/Minimum Wage Class Member who timely returns a signed Settlement Claim Form and Release of Claims to the Claims Administrator will also have been deemed to “opt-in” to this litigation and will also be a member of the Opt-In Class. The Wisconsin Overtime/Minimum Wage Claimants and Michigan Overtime/Minimum Wage Claimants shall not receive any additional payments for being a member of the Opt-In Class. If a Rule 23 or Opt-In Class Member does not timely submit the executed Settlement Claim Form and Release of Claims or if a Class Representative does not timely submit the executed Settlement Agreement and Release of Claims, then that individual will not be entitled to any settlement payments hereunder.

(E) If any Class Member timely submits a deficient Claim Form, then, within fifteen (15) calendar days of the Claims Administrator's receipt of such Claim Form, the Claims Administrator shall send by first class mail a notice to such Class Member informing him or her of the deficiency and that he or she has twenty (20) calendar days from the date the notice is mailed to cure the deficiency. The Claims Administrator will also copy (via email) Class Counsel and Defense Counsel with any such notices of deficiency. A response from the Class Member curing the deficiency must be in writing and must be postmarked and mailed within twenty (20) calendar days after the date the notice of deficiency is mailed to the Class Member in order to be considered a timely response. Any responses that are not timely shall not be considered, and the deficient Claim Form shall be null and void and shall not be accepted or processed.

(F) Any Rule 23 Class Member wishing to object to the approval of this Settlement ("Objecting Class Member") shall inform the Court and the Parties in writing of his or her intent to object to the Settlement. The written submission must be filed in the Court and postmarked and mailed to Class Counsel and Defense Counsel within forty-five (45) calendar days after the date Notice is mailed to the Class Members, and must state the basis of the objection. If any Objecting Class Member wishes to be heard at the Final Fairness and Approval Hearing, that Class Member's written submission must state their intention to do so. Any Class Member who fails to timely file and serve such a written statement of his or her intention to object shall be foreclosed from making any objection to this Settlement, unless otherwise ordered by the Court. Counsel for the Parties shall file any response to the objections submitted by Objecting Class Members at least fourteen (14) calendar days before the date of the Final Fairness and Approval Hearing. Any Rule 23 Class Member who has submitted an opt-out letter may not submit objections to the settlement, unless otherwise permitted by law.

(G) During the claims period, the Claims Administrator is not to disclose the identity of the Claimants to the Parties, Class Counsel or Defense Counsel unless directed otherwise by both Class Counsel and Defense Counsel jointly in writing.

3.3 Class Settlement Approval Procedures.

(A) Not later than ten (10) calendar days before the Fairness Hearing, the Parties will submit a Joint Motion for Order for Final Certification of the Rule 23 Settlement Classes and Final Approval of the Settlement Agreement. The first draft of the Joint Motion for Order for Final Certification of a Rule 23 Settlement Class and Final Approval of Class and Collection Action Settlement Agreement will be completed by Class Counsel with the approval and contribution of Defendant. The Fairness Hearing shall be held on a date to be set by the Court.

(B) At the Fairness Hearing, the Parties will request that the Court issue a Final Approval Order containing all of the following:

- (1) Certifying the Rule 23 Settlement Classes;
- (2) Granting final approval of the Settlement Agreement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- (3) Dismissing Plaintiffs' Third Amended Complaint on the merits and with prejudice and permanently barring all Rule 23 and Opt-In Class Members, including the Class Representatives, from prosecuting against any Released Parties any of the Released Claims and issuing a judgment entry to that effect; and
- (4) Retaining jurisdiction to enforce the terms of the settlement;
- (5) And any other relief requested in the parties' jointly filed Final Approval Order.

3.4 Class Counsel may not initiate contact with any Rule 23 Class Members, other than Class Representatives and current opt-ins, but may communicate with Rule 23 Class Members if the Rule 23 Class Member contacts Class Counsel directly.

IV. PAYMENTS HEREUNDER

4.1 The Company will pay only up to the “Maximum Settlement Amount” (\$2,330,000.00) in full and complete settlement.

4.2 With regard to the costs and fees of the Claims Administrator, the first \$40,000 in such costs and fees will be paid by the Company from the Maximum Settlement Amount (\$2,330,000). Class Counsel will be solely responsible for all such costs and fees in excess of \$40,000.

4.3 The Maximum Settlement Amount amount includes payment for any and all of Plaintiffs’ approved attorneys’ fees and costs and all Class Representative service payments.

4.4 Attorneys fees and costs as provided hereunder are to be approved by the Court. Plaintiffs and Class Counsel shall not seek more than, and no Court award may exceed, one-third of the Maximum Settlement Amount for all attorneys’ fees and costs. The Claims Administrator is responsible for providing all tax forms to Class Counsel for payments. Attorneys’ fees and costs will be paid by the Claims Administrator at the same time that the Claims Administrator distributes settlement proceeds to Claimants.

4.5 Except as otherwise provided herein and in anticipation of the motion by Class Counsel to have attorneys’ fees and costs approved as contemplated herein, the Parties shall bear responsibility for their own fees, costs, and expenses incurred by them or arising out of this litigation and will not seek reimbursement thereof from any party to this Agreement or the Released Parties.

4.6 Within ten (10) business days of the entry of the Final Approval Order, the Claims Administrator will provide to Defendants' Counsel and Class Counsel the total amounts payable to the Claimants by summing the individual amounts payable to the specific Claimants, as set forth in the list of amounts calculated for all Class Members provided in 3.2(A). The Company will deposit funds into a Qualified Settlement Fund set up by the Claims Administrator in the amount equal to (1) the court approved attorneys' fees and costs set forth in ¶4.4, (2) Class Representative payments set forth in ¶2.16, and (3) total amount payable to Claimants who have made claims pursuant to ¶3.2(D). No amount is to be distributed to any Class Member, Class Representative or attorneys until all final Court approvals contemplated under this Agreement and the expiration and exhaustion of any appeals have occurred.

4.7 Within three (3) days of all final Court approvals contemplated under this Agreement and the expiration and exhaustion of any appeals have occurred, the Parties will authorize the transfer of the amounts placed in the Qualified Settlement Fund to the Claims Administrator for processing of the settlement checks in accordance with this Agreement. For the purposes of tax treatment, fifty percent of the amount paid to any Claimant or Class Representative shall be treated as W-2 wages with appropriate withholding and tax reporting. The remaining fifty percent shall be paid as liquidated damages and treated as 1099 income to Plaintiffs. The funds will be paid by the Claims Administrator in the form of a check with the Federal, State, and Local wage withholding taxes withheld and reported to the appropriate taxing authority. The Claims Administrator shall be responsible for remitting to the tax authorities all payroll taxes for payments out of the Qualified Settlement Fund. The Company will pay the employer's portion of the taxes and pay that amount out of the Company's funds which shall not be counted against the Maximum Settlement Amount. The Claims Administrator shall be responsible for calculating both the Claimants' and employer's portion of the taxes. The Claims Administrator shall be responsible for

notifying Defendant fifteen (15) business days prior to a distribution of the employer's portion of the taxes due. The Company will then deposit the amount of employer's taxes into the Qualified Settlement Fund established by the Claims Administrator for the Claims Administrator's payment to the appropriate taxing authorities. The Claims Administrator shall issue to each Class Representative and Claimant receiving payment a W-2 and a Form 1099, for the year they receive the monies, and a Form 1099 in the appropriate amount to Class Counsel. The Company shall be solely responsible to pay for all "employer-sided" taxes as required as a result of said payments, and Claimants shall be solely responsible to pay for all of their own individual "employee-sided" taxes including those amounts withheld from the W-2 payment and other individual income taxes required as a result of said payments.

4.8 Claimants will have one hundred and eighty (180) calendar days after settlement checks are mailed out to cash the checks. If any Claimants do not cash their checks within that 180-day period, their check will be voided. In that event, Defendant will be refunded such amount(s). Claimants who contact Class Counsel or the Claims Administrator within the 180 day period and establish that they have not received and executed their checks to the satisfaction and certification of the Claims Administrator shall be reissued checks and given an additional sixty (60) calendar days to cash the reissued checks.

4.9 The Company has provided Class Counsel with an unconditional, irrevocable letter of credit, sufficient to guarantee payment by the Company of the Maximum Settlement Amount (\$2,330,000.00), to be allocated as set forth in this Settlement Agreement. The letter of credit is attached as Exhibit G. The Parties intend to file a revised letter of credit extending the expiration date until May 31, 2011, if approved, and clarifying the second sentence of the letter of credit to make clear that "you" refers to Rust Consulting, Inc.

4.10 Payments made under this Agreement are not intended to: (1) form the basis for additional contributions to, benefits under, or any other monetary entitlement under; (2) count as earnings or compensation with respect to; or (3) be considered to apply to, or be applied for purposes of, the Company's bonus, pension, any 401(k), any employee stock ownership plan and/or other retirement plans or similar programs.

V. RELEASE

5.1 Release of Claims – Class Members. By operation of this Agreement and except as to such rights or claims as may be created by this Agreement or those nonwaivable by law, Class Counsel, and Class Representatives, on behalf of each individual Wisconsin Overtime/Minimum Wage Class Member, Michigan Overtime/Minimum Wage Class Member, Wisconsin Deduction Class Member, Michigan Deduction Class Member, Opt-In Class Member and Class Representative hereby irrevocably and unconditionally forever and fully releases and covenants not to sue Defendants and/or the Released Parties from any and all past and present wage-related disputes, matters, claims, demands, and causes of action, of any kind whatsoever, whether at common law, pursuant to statute, ordinance, or regulation, in equity or otherwise, and whether arising under federal, state, or other applicable law related to any wage related disputes (including related retaliation claims) and claims including but not limited to those arising for or related to any claims arising under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §201, *et. seq.*, the Michigan Wage Law, M.C.L. 408.381, *et. seq.*, the Michigan Payment of Wages and Fringe Benefits Act, M.C.L. 408.471, *et. seq.*, Wisconsin Hours of Labor Laws, Wis. Stat. §§103.01 *et. seq.*, Wisconsin Minimum Wage Law, Wis. Stat. Chap. 104, Wisconsin Hours of Work and Overtime Rules, Wis. Admin. Code, §§DWD 272.01 *et seq.* and 274.01 *et seq.*, The Wisconsin Wage Deduction Statute, Wis. Stat. §103.455, The Wisconsin Wage Payments, Claims and Collections Law, Wis. Stat. Chap. 109, and common law claims of conversion which any such

Rule 23 Class Member or Class Representative has or might have, known or unknown, of any kind whatsoever (the “Wage Classes Released Claims”). The foregoing release does not include any wage related claims brought pursuant to employment discrimination statutes or laws,.

5.2 Release of Claims - Class Representatives. By operation of this Agreement and except as to such rights or claims as may be created by this Agreement or those nonwaivable by law, Claimants, Class Counsel, and Class Representatives, on behalf of each individual Class Representative, hereby irrevocably and unconditionally forever and fully release and covenant not to sue Defendants and/or the Released Parties from any and all past and present disputes, matters, claims, demands, and causes of action of any kind whatsoever whether at common law, pursuant to statute, ordinance, or regulation, in equity or otherwise, and whether arising under federal, state, or other applicable law , which Class Representative has or might have, known or unknown, of any kind whatsoever, arising from the period of time preceding the execution of this Agreement (with the exception of any workers’ compensation claims, unemployment claims or claims under COBRA or any other claims which may not be released by operation of law) (the “Class Representatives Released Claims”). Each Class Representative will also properly execute the individual Settlement Agreement and Release of Claims (attached hereto as Exhibit H) and discussed in ¶3.2(B).

5.3 Release of Claims - Fees and Costs. All Claimaints, Class Counsel, and Class Representatives, on behalf of the classes and each individual Class Representative, Rule 23 Class Member and Opt-In Member, hereby irrevocably and unconditionally release, acquit, and forever discharge any claim that they may have against Defendants and the Released Parties for attorneys’ fees and costs associated with Class Counsel’s representation of the Class Representatives, the Rule 23 Class Members, or the Opt-In Class Members. Class Representatives and Class Counsel understand and agree that any fees and costs approved by the Court will be the full, final and

complete payment of all attorneys' fees and costs associated with Class Counsel's representation of Plaintiffs with regard to the Released Claims and/or the Class Representatives' Released Claims.

5.4 No Other Claimants. Class Counsel represent that they have no personal knowledge of any AEI technician or former AEI technician who wishes to join in this case who is not a Rule 23 Class Member an Opt-In Class Member or both, or of any other person wishing to assert any wage-related claim against any of the Released Parties.

5.5 No Assignment of Claims. Class Counsel and Claimants, on behalf of the Class Representatives, Rule 23 Class Members and Opt-In Members, represent and warrant, that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including but not limited to, any interest in the Civil Action, or any related action.

5.6 Effect of Failing to Opt-Out. Any Rule 23 Class Member who does not submit a timely opt-out letter will be deemed to have entered into this release and to have released the above-described claims against the Released Parties even if that Rule 23 Class Member does not submit a Settlement Claim Form and Release.

VI. PARTIES' AUTHORITY

6.1 The signatories hereby represent that they are fully authorized to enter into this Agreement and to bind the Parties to the terms and conditions hereof.

6.2 All of the Parties acknowledge that they have been represented by competent, experienced counsel throughout all negotiations which preceded the execution of this Agreement, and that this Agreement is made with the consent and advice of counsel who have jointly prepared this Agreement.

6.3 The Notice of Proposed Settlement of Class Action Lawsuit and Fairness Hearing will advise all Rule 23 Class Members that, unless they timely and properly opt-out of the settlement class(es), they will be bound by the covenants and releases in paragraph 5 of this Agreement.

VII. MUTUAL FULL COOPERATION

7.1 The Parties and their counsel agree to use their best efforts and to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and taking such other action as may reasonably be necessary to implement and effectuate the terms of this Agreement.

7.2 The Parties agree to a time line for submittal to the Court of all necessary papers, including but not limited to approval papers, understanding that they will begin and complete the process in a reasonable, practicable, and expeditious manner and so as to facilitate the approval, notice, and payment schedule in a timely and workable manner. The Parties anticipate a schedule that will require six (6) months for completion of initial papers, preliminary approval, plan and notice, opt outs and fairness hearing. The Parties will move expeditiously to accomplish such schedule.

7.3 The Parties will execute all documents necessary for settlement as intended under this Agreement.

VIII. NOTICES

8.1 Unless otherwise specifically provided herein, all notice, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To the Plaintiffs/Settlement Classes:

William E. Parsons
David C. Zoeller
HAWKS QUINDEL, S.C.
222 West Washington Ave., Suite 450
P.O. Box 2155
Madison, WI 53701-2155

Michael J. Modl
Timothy D. Edwards
Steven M. Streck
AXLEY BRYNELSON, LLP
P.O. Box 1767
Madison, Wisconsin 53701-1767

Robert J. Gingras
Michael J. Luebke
Heath P. Straka
GINGRAS, CATES & LUEBKE, S.C.
P.O. Box 1808
Madison, Wisconsin 53701-1808

To Defendants:

Jill S. Kirila
Squire, Sanders and Dempsey L.L.P.
41 South High Street
2000 Huntington Center
Columbus, OH 43215

Ross W. Townsend
Kurt A. Goehre
Liebmann, Conway, Olejniczak & Jerry, S.C.
231 South Adams Street
P. O. Box 23200
Green Bay, WI 54305-3200

IX. MODIFICATION

9.1 This Agreement and its attachments may not be changed, altered, or modified, except in writing, signed by the Parties hereto, and approved by the Court.

X. ENTIRE AGREEMENT

10.1 This Agreement and its attachments and any non-conflicting provisions of the term sheet dated August 6, 2010 constitute the entire agreement between the Parties concerning the subject matter hereof. No extrinsic oral or written representations or terms shall modify, vary or contradict the terms of this Agreement. In the event of any conflict between this Agreement and any other document, the Parties intend that this Agreement shall be controlling.

XI. CHOICE OF LAW / JURISDICTION

11.1 This Agreement shall be subject to, governed by, construed, enforced, and administered in accordance with the laws of the State of Wisconsin, both in its procedural and substantive aspects, and shall be subject to the continuing exclusive jurisdiction of the United States District Court for the Western District of Wisconsin, Judge Barbara B. Crabb, presiding. This Agreement shall be construed as a whole according to its fair meaning and intent, and not strictly for or against any Party, regardless of who drafted or who was principally responsible for drafting this Agreement or any specific term or condition thereof.

XII. COUNTERPARTS

12.1 This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

XIII. POWER TO VOID THE AGREEMENT

13.1 Grounds for Voiding Settlement. Defendant may void this Agreement if:

(A) The Court declines to enter, in the form submitted by the Parties as contemplated under this Agreement (or any amended version agreed upon by the Parties), the Preliminary Approval Order or the Final Approval Order; or

(B) The settlement as agreed does not become final for any reason.

13.2 If this Agreement is not approved or is voided, then there shall be no prejudice due to a lapse of time to either side and the Parties may proceed with litigation as it existed on August 6, 2010.

13.3 Neither this Agreement, nor any ancillary documents, actions, statements, or filings in furtherance of settlement (including all matters associated with the mediation) shall be

admissible or offered into evidence in the Civil Action or any other action for any purpose whatsoever.

Of Counsel:

Jill S. Kirila (Ohio Bar 0068593, pro hac vice)
SQUIRE, SANDERS & DEMPSEY L.L.P.
2000 Huntington Center
41 South High Street
Columbus, Ohio 43215
(614) 365-2700
(614) 365-2499 (facsimile)
jkirila@ssd.com

Respectfully submitted,

Ross W. Townsend, Bar No. 1011622
Kurt A. Goehre, Bar No. 1068003
Liebmann, Conway, Olejniczak & Jerry, S.C.
231 South Adams Street
P. O. Box 23200
Green Bay, WI 54305-3200
Telephone: (920) 437-0476
rwt@lcojlaw.com

Attorneys for Defendant Alternative Entertainment, Inc.

William E. Parsons, State Bar No. 1048594
David C. Zoeller, State Bar No. 1052017
HAWKS QUINDEL, S.C.
222 West Washington Ave., Suite 450
P.O. Box 2155
Madison, WI 53701-2155
(608) 257-0040
wparsons@hq-law.com

Michael J. Modl
Timothy D. Edwards
Steven M. Streck
AXLEY BRYNELSON, LLP
P.O. Box 1767
Madison, Wisconsin 53701-1767
(608) 257-5661
mmodl@axley.com

Robert J. Gingras
Michael J. Luebke
Heath P. Straka
GINGRAS, CATES & LUEBKE, S.C.
P.O. Box 1808
Madison, Wisconsin 53701-1808
(608) 833-2632
gingras@gcllawyers.com

Attorneys for Plaintiffs

Settlement Agreement Group - MI Deduction Claim

	Employee_Name
1	Abbott, David
2	Acevedo, David
3	Acevedo, Robert
4	Achorn, David
5	Adams, Ronald
6	Adkins, Howard
7	Albright, Lawrence
8	Albright, Tony
9	Aldrich, Mark
10	Alexander, Marshall
11	Alexander, Robert
12	Allen, Sean
13	Allison, Randy
14	Alwraikat, Hasan
15	Anderson, Michael
16	Anglemyer, Dennis
17	Arens, Manfred
18	Arnott, Todd
19	Arroyo, Roy
20	Asher, Jeffrey
21	Atkinson, Robert
22	Austin, Len
23	Avery, Wayne
24	Baar, Travis
25	Baerwolf, David
26	Bailey, Ronald
27	Baker, David
28	Baker, Marlos
29	Balder, Brian
30	Barnes, Gary
31	Bates, Shawn
32	Bautell, Nathan
33	Bean, Timothy
34	Bearer, Jason
34	Bearer, Jason
35	Bearer, Norman
36	Beck, Richard
37	Becker, David
38	Beem, Kevin
39	Bell, Blake
40	Bell, Charlie
41	Bellottie, Chris
42	Benavides, Rocky
43	Bengtsson, Carl
44	Berg, Jeremy
45	Berklund, Renee

Settlement Agreement Group - MI Deduction Claim

46	Beukema, Timothy
47	Bignall, James
48	Billings, Randy
49	Bilovus, David
50	Bishop, William
51	Blacha, Derek
52	Blackeagle, Mishach "Mario"
53	Blain, Richard
54	Bodies, Timothy
55	Bodley, Jeremy
56	Bond, Kyle
57	Bowen, Samuel
58	Box, Chad
59	Box, Sean
60	Bradford, Craig
61	Brady, Robert
62	Brandt, Michael
63	Brethauer, Robert
64	Brewer, Bret
65	Bristol, Hiram
66	Brown, Chris
66	Brown, Chris
67	Bryan, Michael
68	Bucher, John "Todd"
69	Bucholtz, Terrance "Robert"
70	Budd, Torrey
71	Burhans, Ryan
72	Bush, Timothy
73	Byer, Charles
74	Cain, Boyd Jr
75	Call, Brian
76	Calvaruso, John
77	Cantle, Donald
78	Card, Darin
79	Cardinal, Randy
80	Carroll, Gerald
81	Carroll, Steven Jr
82	Casas, Oscar
83	Catanzaro, Daniel
84	Cave, Teresa
85	Caven, Michael
86	Chaskey, Chris
87	Childs, Joseph
88	Christenson, Daniel
89	Claeys, Kyle
90	Clark, Aaron
91	Clark, Brandon

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92	Clark, Karl
93	Clayton, Addison
94	Clayton, Thomas
95	Claytor, Charles
96	Clifton, Timothy
97	Cobb, Howard
98	Cohoon, Joshua
99	Colwell, Erik
100	Colwell, Zachary
101	Cook, Adam
102	Cook, Jeremy
103	Coon, Paul
104	Cooper, David
105	Cortes, Antonio
106	Courtney, Kevin
107	Cox, Dion
108	Cox, John
109	Craig, Alan
110	Cravens, Aaron
111	Crespo, Jerry
112	Culp, Adam
113	Current, Garth
114	Daugherty, Adam
115	Davis, George
116	Davis, Phillip
117	Dawe, Michael
118	Day, Terrence
119	Dean, Michael
120	DeAnda, Antonio
121	Deatrick, Daniel
122	DeCommer, James
123	DeGraaf, Joshua
124	Degroot, Kevin
125	DeHart, Russell
126	Delong, Jerry
127	DeMeere, Daniel
128	Depue, Frederick
129	DeVries, Jeremy
130	Diaz-Zuniga, Gerardo
131	Dittmer, Daniel
132	Dowd, Audrey
133	Drain, Eugene
134	Drewer, Dustin
135	Drinkard, Keith
136	Duby, Jeffrey
137	Dudic, Adis
138	Dwyer, Jesse

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139	Dyer, Joshua
140	Dykstra, Les
141	Dykstra, Robert
142	Edgley, Joe
143	Edmonds, Keith
144	Edwards, Richard
145	Elliott, Michael
146	Elmore, James
147	Elmore, John
148	Emig, Al "Lance"
149	Emig, Matt
150	Erb, Richard
151	Erb, Scott
152	Essex, David
153	Evans, Charles
154	Evans, Richard
155	Ewing, Jarvis
156	Farrah, Anthony
157	Favreau, Gerald
158	Feldhauser, Ryan
159	Felgenhauer, Dale
160	Ferns, Brian
161	Field, Zeke
162	Fierros, Paul
163	Finn, Belinda
164	Flermoen, David II
165	Florey, Kim
166	Florian, Chris
167	Flowers, James
168	Flowers, Randee
169	Foote, Allen
170	Fordyce, Jeremy
171	Foster, Marvin
172	Foster, Matthew
173	Fowler, John Jr
174	Frazer, James
175	Frenzel, Randy
176	Fulkerth, James
177	Galbraith, George
178	Garcia, Eulalio
178	Garcia, Eulalio
179	Garcia, Noe
180	Gardner, Leo
181	Garton, Rich
182	Garyson, Leonard
183	Garza, Elias
184	Gelinski, Wayne

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185	Gibson, Shawn
186	Gilbert, Patrick
187	Gillis, Christopher
188	Ginther, Jeremy
189	Gioannini, Dominic
190	Glauch, Jon
191	Glauch, Marc
192	Glavanovich, Justin
193	Gleason, Nicholas
194	Gobie, Stephen Jr
195	Gordon, David
196	Govitz, Joshua
197	Gowings, Daniel
198	Grant, Andrew
199	Green, Jeff
200	Greenway, Geoffrey
201	Gregory, Marvin
202	Griffes, Tom
203	Griffin, Bryan
204	Grinage, Matthew
205	Grundy, John
206	Gutierrez, Jonathan
207	Gunderson, Leif
208	Gutierrez, Enrique
209	Hagen, Michael
210	Haines, Thomas
211	Hajski, David
212	Hale Jr, Vernon
213	Hall, Jordan
214	Hallead, Matt
215	Ham, Robert
216	Hamlin, Dennis
217	Hansard, Brent
218	Hapner, Steve
219	Harding, Paul
220	Harju, John
221	Harman, Joshua
222	Harmer, Nicholas
223	Harnevious, Ross
224	Harp, Ronald
225	Harper, Michael
226	Harrell, Brett
227	Harris, Carl
227	Harris, Carl
228	Harris, Christopher
229	Harrison, Dillon
230	Hart, Donnie II

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231	Hartman, Jeff
232	Hartoon, Jonathon
233	Hartwick, Ricky
234	Hatley, Christopher
235	Healy, Matt
236	Hendrickson, Michael
237	Hernandez, Todd
238	Herweyer, Bryan
239	Hickey, Kyle
240	Hildreth, Jonathan
241	Hinton, Weston
242	Hoag, Keith
243	Hoglen, Brian
244	Hoig, Kerry
245	Holliday, Julius
246	Holmes, Darryl
247	Holt, Kullan
248	Honeycutt, James
249	Hosford, Tony
250	Howe, Chad
251	Hubbard, Kevin
252	Hudson, Josh
253	Huffman, Corey
254	Hughes, Allen
255	Huizar, Andy
256	Humphrey, Victor
256	Humphrey, Victor
257	Hunter, Paul
258	Hush, Justin
259	Immel, Robert
260	Ittner, Richard
261	Ivinson, Edward
262	Jackson, Brian L
263	Jackson, Craig
264	Jackson, Shaun
265	James, Daniel
266	Jauss, Michael
267	Jenkins, Jerry
268	Johnson, Jesse
269	Johnson, Tobias
270	Johnson, Troy
271	Jolly, Chris
272	Jones, Stephen L
273	Jones, Thad
274	Jones, Todd
275	Jordan, Chad
276	Judd, Kenneth

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277	Judd, Michael
278	Kane, Christopher
279	Karadsheh, Firas
280	Karpinski, Michael
281	Kay, William
282	Kelecava, Stephen
283	Keller, Jason
284	Kellogg, Steve
285	Kenny, Timothy
286	Kessler, Chris
287	Ketchum, Jason
288	Kilpatrick, Jason
289	Kinker, Joel
290	Kinner, Christopher
291	Kinner, Kevin
292	Klinger, Joseph
293	Knapp, Daniel
294	Knapp, Vernon
295	Kopp, Matthew
296	Kowalski, Brian
297	Krabill, Ty
298	Krane, Kyle
299	Krankall, John
300	Kropp, James
301	Kuch, Melvin
302	Kuhn, Beau
303	Kuikstra, Randall
304	Kumrow, Corey
305	Kurtzal, Scott
306	Kuyt, Brett
307	Lach, David
308	Lademan, Jason
309	LaFond, Nick
310	Laizure, Jason
311	Landon, Michael
312	Landry, Nathan
313	Lane, Wesley
314	Lane, William
315	Lara, Manuel
316	Larsen, Vieto
317	Larson, Mike
318	Lawie, James
319	Lawrence, Jeffery
320	Lawson, Brent
321	Lawson, Elijah
322	Lawson, Perry
323	Leist, Randy

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324	Lemons, Mike
325	Leppan, Steven
326	Liccardello, David
327	Liccardello, Peter Jr
328	Limmel, Andrew
329	Linderleaf, Anthony
330	Little, Steven
331	Litzner, Mike
332	Livermoore, Ray
333	Lodge, Daniel
334	Lodholtz, Frank
335	Long, Robert
336	Longacre, Jeremy
337	Longstreet, Gordon
338	Losinger, Jeffrey
339	Lothamer, Eric
340	Louk, Joseph
341	Love, Jason
342	Lowe, David
343	Luokka, Rodney
344	MacDonald, Scott
345	Maczorowski, Jeremy
346	Mansfield, Robert
347	Manske, John
348	Marfia, Peter Sr
349	Marschall, Bryan
350	Marshall, David
351	Martin, Dan
352	Martin, Kevin
353	Martinez, Steve
354	Marx, Patrick II
355	Maya, Jaime
356	McCaffrey, Kevin
357	McCann, Justin
358	McCarter, Cory
359	McCaul, Andrew
360	McClendon, Mike
361	McClishm Kenny
362	McCoy, James
363	McCreery, Cory
364	McGinley, Michael
365	McGraw, Patrick
366	McGregor, Wade
367	McGuffin, Christopher
368	McKay, Sean
369	McMillin, David
370	McNamee, Phil

Settlement Agreement Group - MI Deduction Claim

371	McNary, Darrin
372	McPhaul, Derrick
373	McPherson, Nate
374	McWilliams, Jason
375	Mead, Daniel
376	Menck, Warren
377	Menefee, Jonathan
378	Mester, David
379	Miller, Kenneth
380	Miller, Nathan
381	Mitchell, Shane
382	Mitchell, William
383	Mobley, Edward III
384	Mockeridge, Gerard
385	Mockeridge, Steve
386	Modreski, Michael
387	Moldenhauer, Ralph
388	Moore, David
389	Moore, Marcus
390	Moreau, Daniel
391	Morse, Jonathon
392	Mummy, Kyle
393	Murphy, Aaron
394	Murphy, Duane
395	Myers, Blake
396	Myers, Randy
397	Myers, Robert
398	Natali, Joseph
399	Nellist, James
400	Nelson, Bruce
401	Nelson, Jason
402	Nerli, Brad
403	Newcombe, Nicholas
404	Newman, Calvin
405	Newman, James
406	Newton, Jason
407	Newton, Matthew
408	Nichols, Adam
409	Nichols, Jason
410	Nielsen, Justin
411	Nozal, James
412	Nugent, Joshua
413	Nyberg, Jake
414	Nyberg, Kyle
415	Nye, David
416	OConnor, Daniel
417	O'Dell, Gregory

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418	O'Dell, John
419	Odette, Robert
420	O'Hare, Kevin
421	Ojeda, Angel
422	Olejniczak, Steve
423	Olmstead, Dennis
424	Osantowski, Lee
425	Pacholka, Wesley
426	Parrish, Travis
427	Parsons, Aaron
428	Passmore, Bronson
429	Passmore, James
430	Patch, Michael
431	Patrick, Thomas
432	Patterson, Tom
433	Patti, Louis
434	Payne, Anthony
435	Payne, Donald
436	Payne, Michael
436	Payne, Michael
437	Peck, Brandi
438	Peck, Marty RG
439	Pelath, Mark
440	Pelka, Charles Jr
441	Perko, John
442	Perry, Derrick
443	Perry, Justin
444	Peruski, Kyle
445	Peterson, Gary
446	Peterson, Judah
447	Peterson, Ronald
448	Phillips, Brian
449	Phillips, Donald
450	Phillips, Frank
451	Phillips, Jon
452	Pickett, Jason
453	Piell, Alexander
454	Pietrzak, Edward
455	Pirrone, Eric
456	Plante, Kevin
457	Plescher, Chris
458	Plichta, Ricky
459	Poe, Chris
460	Poe, Roger II
461	Porritt, Alvin
462	Porritt, Mark
463	Potchynok, Michael

Settlement Agreement Group - MI Deduction Claim

464	Potter, Gerald
465	Potter, Travis
465	Potter, Travis
466	Potts, Shane
467	Precour, Michael
468	Prell, Douglas
469	Priebe, James
470	Pryor, Clyde
471	Pulliam, Patrick
472	Pulling, Keith
473	Putt, Robert
474	Ragan, Isaac
475	Randall, Arnold
476	Randall, Mike
477	Rangel, Michael
478	Raymond, William
479	Reece, David
480	Reed, Andrew
481	Reenders, George
482	Reichert, David
483	Retberg, Jeremiah
484	Retherford, Richard
485	Rezendes, Johnny
486	Richmond, Matt
487	Riegling, Jason
488	Roberts, Blake
489	Roberts, Johnny
490	Roberts, Michael
491	Robinson, Joshua
492	Robinson, Robert
493	Robinson, Victor
494	Robison, Jacob
495	Rocha, Bryan
496	Rocho, Jason
497	Rock, Charles
498	Rodenbo, Archie
499	Roe, Kenneth A
500	Rogers, Christian
501	Rohde, Zachary
502	Rollins, Michael
503	Romska, James
504	Root, Daniel
505	Rosema, Chris
506	Rosema, Steffen
507	Rowgo, Michael
508	Rufershafer, Steve
509	Russell, James F

Settlement Agreement Group - MI Deduction Claim

510	Russell, James W (Jimmy)
511	Russell, Robert
512	Rustenholtz, Robert
513	Rutherford, Joseph
514	Ryti, Joseph
514	Ryti, Joseph
515	Sage, Todd
516	Sanford, Don Juan
517	Sayles, Adam
518	Scales, Adrian
519	Schalm, Joshua
520	Schenck, Derek
521	Schero, Brad
522	Schmaltz, Chris
523	Schmitt, Richard
524	Schmuck, Nickolas
525	Schoenborn, Charles
526	Schram, James
527	Schutt, Joshua
528	Schwartzly, Anthony
529	Scott, Brandon
530	Scott, Jesse
531	Sebright, Justin
532	Seelye, Nicholas
533	Seiler, Joseph
534	Sharp, William
535	Shelton, David
536	Shimmons, Troy
537	Shine, Nathan
538	Short, Jefferson
539	Sivak, Robert
540	Smith, Bernerd
541	Smith, Michael
542	Sniesak, Justin
543	Sonneville, Walker
544	Sousa, Robert
545	Southgate, Dane
546	Southworth, Tim
547	Spaulding, Chad
548	Spence, Scott
549	Spencer, Michael
550	Spink, Wes
551	Stade, Darryl
552	Stafford, Dillon
553	Stafford, Wirt
554	Stanislaw, Brice
555	Steck, Chad

Settlement Agreement Group - MI Deduction Claim

556	Stevenson, Dewey
557	Stine, James
558	Stone, Charles
559	Stone, Chris
560	Stone, Timothy
561	Stott, Kris
562	Stott, Kyle
563	Stott, Roger
564	Strahan, Kenneth
565	Stratton, Calvin
566	Stroud, Nicholas
567	Sturm, Joseph
568	Sullivan, John
569	Sullivan, Kenneth
569	Sullivan, Kenneth
570	Sullivan, Martin
571	Szyska, Correy
572	Tabaka, Ken
573	Tanner, Randall
574	Tapanila, Brandon
575	Taylor, Jack
576	Taylor, Michael
577	Temple, James
578	Thompson, Eric
579	Thompson, Phillip
580	Thornton, Ryan
581	Timmerman, Larry
582	Tinsley, Brad
583	Tompkins, Jeffrey
584	Toner, Scott
585	Toole, Leslie
586	Topolski, Anthony
587	Townsend, Anthony
588	Townsend, Curtis
589	Tracey, Shane
590	Tracey, Travis
591	Tracy, Adam
592	Tran, Kirk
593	Trickett, Todd
594	Triplett, Jacob
595	Trosin, Edward
596	Trout, Ron
597	Truax, Adam
598	Truax, Ricky Jr
599	Tucker, Steve
600	Turner, Brian
601	Turner, Naomi

Settlement Agreement Group - MI Deduction Claim

602	Tyler, Timothy
603	Urban, Carl
604	Urban, Taylor
605	Valkier, Jeff
606	Van Dusen, Kyle
607	VanDenBrink, Ted
608	Vanderlaan, David
609	Vanderlip, Erik
610	VanLoon, Nathan
611	Varela, Edward
611	Varela, Edward
612	Vasher, James
613	Veenkant, Erik
614	Vining, Kevin
615	Vredenburg, Wayne
616	Wadkins, Jack
617	Wadsworth, Zach
618	Wagner, Chris
619	Wall, James
620	Wallace, Jason
621	Walsh, John
622	Walsh, Mark
623	Walter, James
624	Ward, Bronson
625	Ward, Dwayne
626	Wdowicki, Gary
627	Weatherly, Shawn
628	Weatherwax, Alan
629	Webb, Daniel
630	Wehr, Myles
631	Weitschat, Chris
632	Welch, Ronald
633	Wellman, Michael
634	Wendt, Daniel
635	West, Brian
636	West, Tyler
637	Wetherell, Ron
638	Wheeler, Larry
639	White, Glenn Jr
640	Wilbur, William
641	Williams, Albert
642	Williams, Ambrose
643	Williams, Dwight
644	Williams, Eugene
645	Williams, Terry
646	Willison, Jeramy
647	Wilson, Kevin

Settlement Agreement Group - MI Deduction Claim

648	Wilson, Randy
649	Wilson, Timothy
650	Winblad, Mike
651	Woidan, Joseph
652	Wonch, Stan
653	Wood, Craig
654	Wood, Gary
655	Wood, Jack
656	Wood, Robert
657	Wooden, Ryan
658	Woods, Kevin
659	Woollard, Charles
660	Woolworth, Jonathan
661	Woznick, Frank
661	Woznick, Frank
662	Wright, Andrew
663	Wright, James
664	Yarhouse, Robert
665	Yates, Jason
665	Yates, Jason
666	Yates, Jeremy
667	Yoder, Henry Jr
668	Young, Brandon

Settlement Agreement Group - WI MI Overtime/Minimum Wage Claim

	Employee_Name
1	Aaron Clark
2	Aaron Cox
3	Aaron Cravens
4	Aaron Gutzman
5	Aaron Parsons
6	Abraham Rodriguez
7	Adam Bauer
8	Adam Culp
9	Adam Daugherty
10	Adam Greenwold
11	Adam Grundahl
12	Adam Nichols
13	Adam Sayles
14	Adam Tracy
15	Adam Truax
16	Adam Wilund
17	Addison Clayton
18	Adis Dudic
19	Adrian Scales
20	Aeron Grender
21	Al "Lance" Emig
22	Alan Craig
23	Alan Jacobson
24	Alan Weatherwax
25	Albert Zink
26	Alexander Nashton
27	Alexander Piell
28	Alissa Drescher
29	Allen Foote
30	Allen Hughes
31	Allen Jaworski
32	Allen Klein
33	Alvin Porritt
34	Alvin Todd
35	Ambrose Williams
36	Andrei Isari
37	Andrew Bailey
38	Andrew Borman
39	Andrew Freber
40	Andrew Freng
41	Andrew Larsen
42	Andrew Lawson
43	Andrew Limmel
44	Andrew McCaul
45	Andrew Novak

Settlement Agreement Group - WI MI Overtime/Minimum Wage Claim

46	Andrew Reed
47	Andrew Zimpher
48	Angel Ojeda
49	Angela Tilson
50	Anthony Bell
51	Anthony Hughes
52	Anthony Linderleaf
53	Anthony Matz
54	Anthony Mikula
55	Anthony Pyles
56	Anthony Sanders
57	Anthony Schwartzly
58	Anthony Topolski
59	Anthony Townsend
60	Aric Bengel
61	Arlton Foster
62	Arnold Randall Jr
63	Belinda Finn
64	Ben McAllister
65	Benjamin Olson
66	Benny Martin
67	Bernerd Smith
68	Blake Bell
69	Blake Myers
70	Blake Roberts
71	Bob Tallman
72	Boyd Cain
73	Brad Nerli
74	Bradley Cox
75	Brandon Clark
76	Brandon Larson
77	Brandon Scott
78	Brandon Tapanila
79	Brendan Newman
80	Brent Hansard
81	Brent Lawson
82	Brent Stine
83	Bret Brewer
84	Brett Harrell
85	Brett Kuyt
86	Brian Balder
87	Brian Condon
88	Brian Fleming
89	Brian Hoglen
90	Brian Jackson
91	Brian Jackson
92	Brian Johnson

Settlement Agreement Group - WI MI Overtime/Minimum Wage Claim

93	Brian Koeppe
94	Brian Olson
95	Brian Pahnke
96	Brian Schumacher
97	Brian Spigarelli
98	Brian Steves
99	Brian Turner
100	Brian Utley
101	Brian West
102	Bronson Passmore
103	Bronson Ward
104	Bryan Griffin
105	Bryan Marschall
106	Bryan Rocha
107	Burton Rugg
108	Caleb Rykal
109	Calvin "Ray" Newman
110	Calvin Stratton
111	Carl Harris
112	Carl Urban
113	Carlene Thompson-Martin
114	Chad Box
115	Chad Foreman
116	Chad Howe
117	Chad Jordan
118	Chad Spaulding
119	Chad Steck
120	Charles Evans
121	Charles Otto
122	Charles Pelka Jr.
123	Charles Schoenborn
124	Charles Stone
125	Charles Woollard
126	Chris Brown
127	Chris Chaskey
128	Chris Jolly
129	Chris Kinner II
130	Chris Kretschmann
131	Chris Pfeifer
132	Chris Poe
133	Chris Rosema
134	Chris Stone
135	Chris Tedesco
136	Chris Vannetter
137	Chris Wright
138	Christian Phillips
139	Christian Rogers

Settlement Agreement Group - WI MI Overtime/Minimum Wage Claim

140	Christopher Hatley
141	Christopher Laganowski
142	Christopher Olinger
143	Christopher Sargent
144	Christopher Smith
145	Christopher Vegoe
146	Clayton Leitermann
147	Cody Bartlett
148	Cody Behl
149	Cody Hauser
150	Cody Race
151	Colin Larsen
152	Corey Huffman
153	Cory Caron
154	Cory Gaston
155	Cory Hill
156	Cory McCreery
157	Cory Smith
158	Craig Bradford
159	Craig Jackson
160	Craig Wood
161	Crispen DeLong
162	Curtis Hollis
163	Curtis Moore
164	Curtis Townsend
165	Dale Lauback
166	Dale Mier
167	Dan Lee
168	Dan Martin
169	Dan Moreau
170	Dan Webb
171	Dana Nigbor
172	Dane Southgate
173	Daniel Danfield
174	Daniel DeMeere
175	Daniel Dittmer
176	Daniel Gowings
177	Daniel Greil
178	Daniel James
179	Daniel Kamppi
180	Daniel Knapp
181	Daniel LaMettry
182	Daniel Mead
183	Daniel Melby
184	Daniel Meyer
185	Daniel Moon
186	Daniel O'Connor

Settlement Agreement Group - WI MI Overtime/Minimum Wage Claim

187	Daniel Root
188	Daniel Shackelford
189	Danny Delao
190	Danny Hill
191	Darion Mitchell
192	Darrel Peters
193	Darrell Johnson
194	Darrin McNary
195	Darryl Holmes
196	David "Bruce" Hamachek
197	David Abbott
198	David Acevedo
199	David Achorn
200	David Baker
201	David Becker
202	David Cole
203	David Cooper
204	David Dalum
205	David Eaton
206	David Essex
207	David Flermoen II
208	David Gordon
209	David Hajski
210	David Hart
211	David Hester
212	David Hoppa
213	David House
214	David Kamppi
215	David Marshall
216	David McMillin
217	David Mester
218	David Moore
219	David Nye
220	David Pond
221	David Reece
222	David Shelton
223	David Vanderlaan
224	David Wilson
225	Dean Goehring
226	Dean Spinelli
227	Dennis Anglemyer
228	Dennis Conard
229	Dennis Coulthurst
230	Dennis Hamlin
231	Dennis Lemerond
232	Dennis Olmstead
233	Dennis Strand

Settlement Agreement Group - WI MI Overtime/Minimum Wage Claim

234	Derek Blacha
235	Derek Frank
236	Derrick McPhaul
237	Devin Montevideo
238	Dewey Stevenson
239	Dezso (Dezy) Hajos
240	Dezso (Dosh) Turos
241	Dick Ittner
242	Dillon Harrison
243	Dominic Costantini
244	Dominic Gioannini
245	Don Payne
246	Donald DeBroux
247	Donald Mathis
248	Donald Sandberg
249	Donnie Hart II
250	Doug Franzen
251	Douglas Prell
252	Duane Jarvais II
253	Dustin Drewier
254	Dustin Robare
255	Dwayne Ward
256	Edmund Ryczek
257	Edward Ivinson
258	Edward Pietrzak
259	Edward Schulze
260	Edward Trosin
261	Edward Varela
262	Elias Garza
263	Elijah Lawson
264	Emil Zalabak
265	Eric Lothamer
266	Eric Meadowcroft
267	Eric Utley
268	Eric Warlin
269	Erich Trepanier
270	Ervin Kurtz
271	Eugene Drain
272	Eugene Simon
273	Eugene Williams
274	Eulalio Garcia
275	Ezra Stafford
276	Firas Karadsheh
277	Fran Toutloff
278	Frank Woznick
279	Fritz Weidner
280	Gary Lukan

Settlement Agreement Group - WI MI Overtime/Minimum Wage Claim

281	Gary Manderscheid
282	Gary Wood
283	George "Ben" Davis
284	George Galbraith
285	George Hayes
286	George Reenders III
287	Gerald Carroll
288	Gerald Martin
289	Gerald Schoenheide
290	Gerald Smith
291	Gerardo Diaz Zuniga
292	Glenn White Jr.
293	Grant Reinke
294	Greg Bonney
295	Gregory Block
296	Gregory Mazzara
297	Harley Crabtree
298	Hasan Alwraikat
299	Henry Kirton
300	Henry Yoder Jr
301	Herbert Parker
302	Howard Adkins
303	Howard Cobb
304	Howard Scholzen
305	Hugh Jones
306	Ian Macfarlane
307	Jack Miller
308	Jack Taylor
309	Jack Wood
310	Jackson Serum
311	Jacob Peterson
312	Jacob Robison
313	Jacob Van Meter
314	Jake Nyberg
315	James "Mickey" York
316	James Angst
317	James Barber
318	James Bignall
319	James Coulthurst
320	James DeCommer
321	James Flowers
322	James Frazer
323	James Fulkerth
324	James Honeycutt
325	James Kropp
326	James Lawie
327	James Lyons

Settlement Agreement Group - WI MI Overtime/Minimum Wage Claim

328	James Moen
329	James Newman
330	James Nozal
331	James Passmore
332	James Roberts
333	James Schram
334	James Spinhirne
335	James Temple
336	James Tiedeman
337	James Vasher
338	James W Russell Jr
339	James Wall
340	James Walter
341	James Wright
342	James Wyrwicki III
343	Jamie Bauer
344	Jamie Bennett
345	Jamie Hendricks
346	Jarvis Ewing
347	Jason Banos
348	Jason Bearer
349	Jason Fink
350	Jason Keller
351	Jason Kent
352	Jason Kilpatrick
353	Jason Lademan
354	Jason Laizure
355	Jason Love
356	Jason McWilliams
357	Jason Nelson
358	Jason Newton
359	Jason Nichols
360	Jason Pickett
361	Jason Riegling
362	Jason Rocho
363	Jason Wallace
364	Jason Weister
365	Jason Yates
366	Jason Ziegler
367	Jay Jorgensen
368	Jay Wegner
369	JC Hoskins
370	Jeff Bloome
371	Jeff Gerbig
372	Jeff Green
373	Jeff Hartman
374	Jeff Keys

Settlement Agreement Group - WI MI Overtime/Minimum Wage Claim

375	Jeff Ramsey
376	Jeff Urbach
377	Jeff Valkier
378	Jeff Wehrli
379	Jefferson Short
380	Jeffery Lawrence
381	Jeffrey Curtis
382	Jeffrey Duby
383	Jeffrey Losinger
384	Jeffrey Mitchell
385	Jeffrey Powers
386	Jeffrey Valley
387	Jefrey Waydick
388	Jeramy Willison
389	Jeremiah "Heath" Barber
390	Jeremiah Retberg
391	Jeremy Bodley
392	Jeremy Daye
393	Jeremy DeLaet
394	Jeremy DeVries
395	Jeremy Ginther
396	Jeremy Longacre
397	Jeremy Wilcox
398	Jermaine Bass
399	Jerrold Radosta
400	Jerry Crespo
401	Jerry Delong
402	Jesse Cone
403	Jesse Dwyer
404	Jesse Scott
405	Jessie VanFrachen
406	Joe Freehling
407	Joe Simpson
408	Joel Giesau
409	Joel Kinker
410	Joel Lafky
411	John "Todd" Bucher
412	John Bartlett
413	John Calhoon
414	John Chris Elmore
415	John Harju
416	John Krankall
417	John Lindquist
418	John Lopes
419	John Manske
420	John Martine
421	John Myshka

Settlement Agreement Group - WI MI Overtime/Minimum Wage Claim

422	John Niemeyer
423	John O'dell
424	John Pyper
425	John Schram
426	John Stensrud
427	John Sullivan
428	John Wiebel
429	Johnny Rezendes
430	Jon Glauch
431	Jon Phillips
432	Jonathan Duesing
433	Jonathan Fischer
434	Jonathan Hildreth
435	Jonathan Menefee
436	Jonathan Woolworth
437	Jonathon Gutierrez
438	Jonathon Hartoon
439	Jordan Hall
440	Joseph Childs
441	Joseph Hibma-O'Brien
442	Joseph Ingersoll
443	Joseph Kaltenberg
444	Joseph Louk
445	Joseph Natali
446	Joseph Raboin
447	Joseph Rutherford
448	Joseph Ryti
449	Joseph Strickland
450	Joseph Sturm
451	Josh Hudson
452	Josh Jaslowski
453	Josh Mason
454	Josh Minnich
455	Josh Thompson
456	Joshua Cohoon
457	Joshua DeGraaf
458	Joshua Georgia
459	Joshua Govitz
460	Joshua Harman
461	Joshua Nugent
462	Joshua Robinson
463	Joshua Schalm
464	Joshua Schutt
465	Juan Quintero
466	Judah Peterson
467	Justin Hush
468	Justin McCann

Settlement Agreement Group - WI MI Overtime/Minimum Wage Claim

469	Justin Munisteri
470	Justin Nielsen
471	Justin Rebane - Onson
472	Justin Teichmiller
473	Justin Wacker
474	Karl Barkow
475	Karl Clark
476	Keith Drinkard
477	Keith Edmonds
478	Keith Hoag
479	Keith Keller
480	Keith Leitzinger
481	Keith Liska
482	Keith Mullikin
483	Keith Pulling
484	Keith Tibbits
485	Keith Trevor
486	Kelly West
487	Kenneth Judd
488	Kenneth Mileski
489	Kenneth Moncrief
490	Kenneth Strahan
491	Kenneth Sullivan
492	Kenny McClish
493	Kevin Aschenbach
494	Kevin Bracken
495	Kevin Calabrese
496	Kevin Courtney
497	Kevin DeGroot
498	Kevin Gitz
499	Kevin Kinner
500	Kevin McCaffrey
501	Kevin Smith
502	Kevin Ver Bockel
503	Kevin Vining
504	Kevin Westfall
505	Kevin Woods
506	Kim Florey
507	Kirk Hershberger
508	Kirk Seidel
509	Kirk Tran
510	Kokouvi Nofodji
511	Kristopher Pahl
512	Kullan Holt
513	Kurt Frederick
514	Kurt Nurse
515	Kyle Brendemuehl

Settlement Agreement Group - WI MI Overtime/Minimum Wage Claim

516	Kyle Claeys
517	Kyle Foral
518	Kyle Krane
519	Kyle Mileski
520	Kyle Peruski
521	Lance Englund
522	Larry Holbrook
523	Larry Timmerman
524	Larry Wheeler
525	Late Lawson
526	Lawrence Albright
527	Lee Hawk
528	Lee Shepard
529	Lee Webster
530	Leif Gunderson
531	Len Austin
532	Leo Gardner III
533	Leon Hansen
534	Leonard Garyson
535	Les Dykstra
536	Levi Copas
537	Lorne Gustafson
538	Louis "Frank" Martin
539	Louis Patti
540	Lucas DeHaven
541	Luis Colon
542	Luis Zambrano
543	Luke Sachse
544	Lydell Lee
545	Malachi Shafer
546	Manfred Arens
547	Marc Glauch
548	Marcos Salinas
549	Marcus Henning
550	Marcus Morse
551	Mark Beauchamp
552	Mark Budurov
553	Mark Frischman
554	Mark Mishler
555	Mark Parsons
556	Mark Pelath
557	Mark Porritt
558	Mark VanderPol
559	Mark Walsh
560	Marlos Baker
561	Marvin Foster
562	Marvin Gregory

Settlement Agreement Group - WI MI Overtime/Minimum Wage Claim

563	Masean Perdue
564	Matt Emig
565	Matt Felsing
566	Matt Kopp
567	Matt Newton
568	Matt Quinn
569	Matt Richmond
570	Matthew Grinage
571	Matthew Hieronimus
572	Matthew Mueller
573	Matthew Petasek
574	Matthew Rhinehart
575	Matthew Scott
576	Maverick Crowder
577	Melvin Kuch
578	Meranda Schaller
579	Merritt Pratt
580	Michael Anderson
581	Michael Ault
582	Michael Bryan
583	Michael Bychinski
584	Michael Donnelly
585	Michael Falk
586	Michael Foster
587	Michael Geddes
588	Michael Grady
589	Michael Hagen
590	Michael Jauss
591	Michael Judd
592	Michael Karpinski
593	Michael Kopke
594	Michael Lemons
595	Michael Lippig
596	Michael Lorbetske
597	Michael Mael
598	Michael McGinley
599	Michael Nolan
600	Michael Olsen
601	Michael Patch
602	Michael Piotrowski
603	Michael Potchynok
604	Michael Precour
605	Michael Rangel
606	Michael Rollins
607	Michael Simon
608	Michael Smith
609	Michael Spencer

Settlement Agreement Group - WI MI Overtime/Minimum Wage Claim

610	Michael Stiglich
611	Michael Taylor
612	Michael Washbish
613	Michael Wellman
614	Michael Windblad
615	Michael Winkler Jr.
616	Michael Withers
617	Mike Bartha
618	Mike Caven
619	Mike Geiger
620	Mike Hendrickson
621	Mike Hompertz
622	Mike Larson
623	Mike Payne
624	Mike Smith
625	Miles Wehr
626	Nathan Arthurs
627	Nathan Baker
628	Nathan Jirgl
629	Nathan Landry
630	Nathan Miller
631	Nathan O'keefe
632	Nathan Stankiewicz
633	Nathan Stocks
634	Nathan VanLoon
635	Nathaniel McPherson
636	Nicholas Gleason
637	Nicholas Gray
638	Nicholas Harmer
639	Nicholas Newcombe
640	Nicholas Seelye
641	Nicholas Strejc
642	Nicholas Wolfgram
643	Nick LaFond
644	Nickolas Schmuck
645	Noe Garcia
646	Oscar Casas
647	Patrick Adams
648	Patrick Marx II
649	Patrick McGraw
650	Paul Benson
651	Paul Campbell
652	Paul Fierros
653	Paul Harding
654	Paul Hunter
655	Perry Lawson
656	Peter Liccardello

Settlement Agreement Group - WI MI Overtime/Minimum Wage Claim

657	Peter Nicholson
658	Quentin Stenroos
659	Radjoe Ray
660	Ralph Modenhauer
661	Randall Kuikstra
662	Randall Tanner
663	Randy Billings Jr
664	Randy Cardinal
665	Randy Frenzel
666	Randy Johnson
667	Randy Leist
668	Randy Schwanebeck
669	Raymond Carter
670	Raymond Fry
671	Reginald Reinhold
672	Reginald York
673	Rich Garton
674	Richard Beck
675	Richard Delack
676	Richard Erb
677	Richard Hicks
678	Richard Morris
679	Richard Retherford
680	Richard Schmitt
681	Richard Vail
682	Richard Wilcox
683	Richard Wussow
684	Rick Risen
685	Ricki Day
686	Ricky Hartwick Jr.
687	Ricky Truax Jr
688	Robert "John" Rodefer
689	Robert Acevedo Jr.
690	Robert Alexander
691	Robert Atkinson
692	Robert Becker
693	Robert Bendorf
694	Robert Brady
695	Robert Carroll
696	Robert Carter
697	Robert Casper
698	Robert Dykstra
699	Robert Ham
700	Robert Hanna
701	Robert Hillsberg
702	Robert Immel
703	Robert John Vogel Jr

Settlement Agreement Group - WI MI Overtime/Minimum Wage Claim

704	Robert Kastorff
705	Robert Kinan
706	Robert Kornowske
707	Robert Long
708	Robert Madrid
709	Robert Mansfield
710	Robert Myers
711	Robert Putt
712	Robert Retzlaff
713	Robert Russell
714	Robert Rustenholtz
715	Robert Wood
716	Robert Yarhouse
717	Rocky Benavides
718	Rod Richard
719	Rodney Luokka
720	Roger Baughman
721	Roger Poe
722	Ron Kiner
723	Ron Wetherell
724	Ronald Bailey
725	Ronald Hunter
726	Ronald Lahners
727	Ronald Packard
728	Ronald Peterson
729	Ronald Welch
730	Russ Devroy
731	Russell DeHart
732	Ryan Burhans
733	Ryan Feldhauser
734	Ryan Fultz
735	Ryan Jaskie
736	Ryan Mensinga
737	Ryan Reynolds
738	Ryan Thornton
739	Ryan Wooden
740	Ryan Wussow
741	Samuel Etzel
742	Samuel Johnson
743	Samuel Olson
744	Samuel Payne
745	Sara Schmidt
746	Scott Behl
747	Scott Erb
748	Scott Erstad
749	Scott Gudenschwager
750	Scott Halling

Settlement Agreement Group - WI MI Overtime/Minimum Wage Claim

751	Scott Juris
752	Scott Krueger II
753	Scott Prokash
754	Scott Spence
755	Scott Tyne
756	Sean Allen
757	Sean Box
758	Sean Brabec
759	Sean McKay
760	Seth Rehwinkel
761	Shane Mitchell
762	Shane Potts
763	Shane Tracey
764	Shaun Jackson
765	Shaunon Boulden
766	Shawn Haubrich
767	Shawn Slattery
768	Shelby Bednarz
769	Stan Wonch
770	Stanley Banfield
771	Steffen Rosema
772	Stephen Carden
773	Stephen Cartwright
774	Stephen Gobie Jr
775	Stephen Gumieny
776	Stephen Kelecava
777	Stephen Williams
778	Steve Foth
779	Steve Gliszynski
780	Steve Hooker
781	Steve Kellogg
782	Steve Kendl
783	Steve Martinez
784	Steve Olejniczak
785	Steve Rufershafer
786	Steve Tucker II
787	Steven "Troy" McGinley
788	Steven Carroll
789	Steven Freng
790	Steven Leppan
791	Steven Little
792	Steven Lowe
793	Steven Nehring
794	Tad Delaruelle
795	Taran Welchlin
796	Taylor Urban
797	Ted VanDenBrink

Settlement Agreement Group - WI MI Overtime/Minimum Wage Claim

798	Terrence Day
799	Terry Rizer
800	Terry Swagger
801	Terry Williams
802	Thad Mikesell
803	Thomas Christensen
804	Thomas Clayton
805	Thomas Gruenwald Jr
806	Thomas Laschiava
807	Thomas Patrick
808	Thomas Proudian
809	Tim Bodeis
810	Tim Karst
811	Tim Southworth
812	Timothy Bean
813	Timothy Beukema
814	Timothy Bush
815	Timothy Kenny
816	Timothy Vaini
817	Timothy Wilson
818	Todd Arnott
819	Todd Christopher
820	Todd Jones
821	Todd Sage
822	Todd Trickett
823	Todd Witkowski
824	Tom Griffes
825	Tom Patterson
826	Tome Childs
827	Tong Lee
828	Tony Albright
829	Torrey Budd
830	Trae Mitnacht
831	Travis Baar
832	Travis Kaufert
833	Travis Keehn
834	Travis Potter
835	Travis Tracey
836	Trevor Burtard
837	Trevor Fonfara
838	Trevor Schrauth
839	Troy Johnson
840	Troy Peloquin
841	Troy Reetz
842	Troy Shimmons
843	Ty Krabill
844	Tyler Moldenhauer

Settlement Agreement Group - WI MI Overtime/Minimum Wage Claim

845	Tyler West
846	Tyrone Chipman
847	Tyrone Rasmusson
848	Vernon "Lee" Henk
849	Vernon Hale Jr
850	Vernon Knapp
851	Victor Robinson
852	Walker Sonnevile
853	Walter Weber
854	Warren Menck
855	Wayne Avery
856	Wesley Lane
857	Wesley Pacholka
858	Wesley Partlo
859	William Bishop
860	William Briggs
861	William Davis
862	William Lane
863	William Maki
864	William Matti
865	William Mitchell
866	William Morris
867	William Sharp
868	William Tubbs
869	William Whitley
870	William Woeckener
871	Willie Lange
872	Wirt Stafford
873	Zach Wadsworth
874	Zachary Drow
875	Zachary Gilmeister
876	Zachary Rohde

Exhibit C

Settlement Agreement Group

WI Deduction Claim

	Employee_Name
1	Abendroth, Paul
2	Ace, Michael
3	Adams, Brandon
4	Adams, Patrick
5	Adams, Phillip
6	Adkins, Trevor
7	Adrian, Edward
8	Afrides, Michael
9	Ahmad, Omran
10	Aiken Deanna
11	Aimsback, Brian
12	Albamonte, Thomas
13	Albers Jr, Arthur
14	Alberts, Travis
15	Alexander, Robert
16	Al-gedebi, Houmod
17	Allaby, Joseph
18	Amenson, Michael
19	Amick, Duane
20	Anderson, Benjamin
21	Anderson, Billie
22	Anderson, Dennis
23	Anderson, Joel
24	Anderson, Matthew
25	Anderson, Nathan
26	Anderson, Steven
27	Andrus, Robert
28	Angst, James
29	Anker, Tyson
30	Armstrong, Robert
31	Arthurs, Nathan
32	Aschenbach, Kevin
32	Aschenbach, Kevin
33	Atkins, Johnny
34	Augustine, Adam
35	Ault, Michael
36	Auter, Lee
37	Avila, Manuel
38	Babcock, Travis
39	Babino, John
40	Bader, Dennis
41	Bader, Eric
42	Bailey, Andrew
43	Baker, Brian
44	Baker, Charles
45	Baker, Jason

Settlement Agreement Group

WI Deduction Claim

46	Baker, Nathan
47	Baldovski, Stephen
48	Ball, Brandon
49	Banfield, Stanley
50	Banos, Jason
51	Barber, James
52	Barber, Jeremiah
53	Barber, Stephen
54	Barbian, Michael
55	Bardouche, Jeffrey
56	Barkow, Karl
57	Barnhart, Nick
58	Barrett, Dean
59	Barribeau, Billy
60	Bartel, Kyle
61	Bartelt, Kevin
62	Bartha, Mike
63	Bartlett, Cody
64	Bartlett, John
65	Bartley, Ronnie
66	Barton, Gary
67	Bartotto, Shannon
68	Bass, Jermaine
69	Bauer, Adam
70	Bauer, Jamie
71	Baughman, Roger
72	Baye, David
73	Beatty, James
74	Beauchamp, Mark
75	Beauvais, Donald
76	Becker, Daniel
77	Becker, Robert
78	Beckett, Brad
79	Bednarz, Shelby
80	Behl, Cody
81	Behl, Scott
82	Behnke, Samuel
83	Beirl, John
84	Belanger, Todd
85	Bell, Anthony
86	Beller, Anthony
87	Beller, Timothy
88	Bellmore, Scott
89	Bellow, Dustin
90	Belsey, Jon
91	Bendickson, Matthew
92	Bendorf, Robert

Settlement Agreement Group

WI Deduction Claim

93	Benedict, Tony
94	Bengel, Aric
95	Bennett, Jacob
96	Bennett, Jamie
97	Benson, Mark
98	Benson, Paul
99	Berby, Matthew
100	Berenz, Joe
101	Berg, Joshua
102	Berg, Michael
103	Bertch, Aaron
104	Bessette, Jimmy
105	Best, Jeff
106	Bettice, Kenneth
107	Betzner, Christopher
108	Billodeau, Barry
109	Birdyshaw, Todd
110	Birkholz, Anthony
111	Birnbaum, Thomas
112	Bjerke, Patrick
113	Bjorkman, Jason
114	Black, Jr
115	Blackcoon, Jason
116	Blackdeer, Stuart
117	Blaschke, Daniel
118	Blaser, Curtis
119	Block, Gregory
120	Bloome, Jeff
121	Bloyer, Kraig
122	Bocek, William
123	Bodart, David
124	Bogus, Brett
125	Boll, Jacob
126	Bollom, William
127	Boltz, Logan
128	Bonney, Greg
129	Borman, Andrew
130	Borths, Donald
131	Boshan, Russell
132	Boulden, Shaunon
133	Boyce, Laurence
134	Boyea, Jacob
135	Boyette, James
136	Braatz, Tracey
137	Braatz, William
138	Brabec, Sean
139	Bracken, Kevin

Settlement Agreement Group

WI Deduction Claim

140	Braker, Steve
141	Brazeau, Aaron
142	Brazeau, Travis
143	Breitenfeld, Jason
144	Brendemuehl, Kyle
145	Brennan, Todd
146	Brewer, Gregory
147	Brian, Benjamin
148	Brice, Jeffery
149	Brice, Guy
150	Briggs, William
151	Brockman, Paul
152	Broderick, Ryan
153	Brouette, Joseph
154	Brovelli, Dwayne
155	Brown, Bryan
156	Brown, Henry
157	Brown, John
158	Brown, Kenderman
159	Brusewitz, Michael
160	Budurov, Mark
160	Budurov, Mark
161	Buelow, Bruce
162	Buelteman, Timothy
163	Bundick, Kurt
164	Bunkoske, Troy
165	Buntin, T.C.
166	Burgess, David
167	Burhans, Shawn
168	Burmeister, Bruce
169	Burt, Michael
170	Burtard, Justin
171	Burtard, Trevor
172	Buskov, Jeremy
173	Buss, Nathan
174	Busse, Chad
175	Bustos, Guillermo
176	Butry, Mark
177	Butz, Jeffrey
178	Bychinski, Michael
179	Byers, Chris
180	Cahill, William
181	Calabrese, Kevin
182	Calhoon, John
183	Calkins, Robert
184	Campbell, Paul
185	Carbajal, Michael

Settlement Agreement Group

WI Deduction Claim

186	Carden, Steve
187	Carey, Nickolas
188	Carlson, Weston
189	Caron, Cory
190	Carrasquillo, Jessie
191	Carrera, Chase
192	Carroll, Robert
193	Carroll, Timothy
194	Carter, Jason
195	Carter, Raymond
196	Carter, Robert
197	Carter, Robert
198	Cartwright, Derek
199	Cartwright, Stephen
200	Casper, Robert
201	Ceja, Samuel
202	Cendroski, Marty
203	Cervantes, Pablo
204	Champagne, James
205	Charlier, Brian
206	Chaudier, Daniel
207	Chaudier, Jason
208	Childs, Tome
209	Chipman, Tyrone
210	Christensen, Jonathan
211	Christensen, Thomas
212	Christiansen, Scott
213	Christopher, Todd
214	Clancy, Michael
215	Clasen, Chris
216	Clauson, Michael
216	Clauson, Mike
217	Clemens, Brian
218	Cleveland, Joshua
219	Coffey, Damien
220	Colburn, Aaron
221	Cole, Brandon
222	Cole, David
223	Collar, Alan
224	Collatz, Arthur
225	Collin, Mitchell
226	Collins, Lawrence
227	Collins, Scott
228	Collins, Zachary
229	Colon, Luis
230	Conard, Dennis
231	Condon, Brian

Settlement Agreement Group

WI Deduction Claim

232	Cone, Jesse
233	Conley, Matthew
234	Conover, Ian
235	Conroy, Reid
236	Copas, Levi
237	Cornelius, James
238	Corona, Arcadio
239	Corrigen, Cole
240	Costantini, Dominic
241	Cotter, Adam
242	Cotter, Patrick
243	Cotton, Chris
244	Cottrell, Flavio
245	Coughlin, Eric
246	Coulthurst, Dennis
247	Coulthurst, James
248	Cousins, Jon (Jack)
249	Cox, Aaron
250	Cox, Bradley
251	Cox, Brett
252	Cox, Dean
253	Cox, Steven Jr
254	Coy, Kyle
255	Crabtree, Harley
256	Crist, Daniel
257	Crouse, James
258	Crowder, Maverick
259	Culver, Ryan
260	Curtis, Jeffrey
260	Curtis, Jeffrey
261	Daehne, Robert
262	Dahl, David
263	Dahlke, James
264	Dalton, Chris
265	Dalum, David
266	Danfield, Daniel
267	Danner, Thomas
268	Davis, Arthur
269	Davis, Michael
270	Davis, William
271	Davison, Douglas
272	Day, Ricki
273	Day, Rodger
274	Daye, Jeremy
275	Debroux, Donald
276	Dedrick, Robert
277	Degnitz, Dustin

Settlement Agreement Group

WI Deduction Claim

278	DeHaven, Lucas
279	Delack, Richard
280	Delaet, Jeremiah
281	Delao, Danny
281	Delao, Danny
282	Delaruelle, Tad
283	Delatorre, Pedro (Pablo)
284	Delgado, Peter
285	DeLong, Crispen
286	Deneys, Brad
287	Dent, Roland
288	Denzine, Erik
289	DeRocher, Bradley
290	Deschler, Todd
291	Deters, Bill
292	Devine, Todd
293	Devroy, Russell
293	Devroy, Russell
294	Dick, Steven
295	Diehm, Joshua
295	Diehm, Joshua
296	Diehm, Paul
297	Diemel, Nick
298	Dilley, Brandon
299	Dittberner, Beau
300	Ditty, Lance
301	Dolatowski, Scott
302	Domaika, Gary
303	Dombrowski, Brian
304	Domer, Thomas
305	Donart, Richard
306	Donnelly, Michael
307	Dowdy, John
308	Downer, Jerome
309	Draeger, Curt
310	Drake, Caleb
311	Drescher, Alissa
312	Dropik, Jason
313	Drost, Eric
314	Drow, Zach
315	Duesing, Jonathan
316	Duffeck, Jason
317	Dufresne, William
318	Duginski, Leon
319	Dunbar, David
320	Dutcher, Paul
321	Duvall, Randy

Settlement Agreement Group

WI Deduction Claim

322	Duwe, John
323	Dwyer, Robert
324	Dwyer, Steve
325	Eagan, Mike
326	Earley, Eric
327	Eastwood, Chris
328	Eaton, David
329	Eberdt, Andrew
330	Ebert, Jarrod
331	Ebling, Jason
332	Eckberg, Melissa
333	Eckdahl, Trenton
334	Edge, Steve
335	Egan, Robert
336	Eichelberger, Vernon
337	Englund, Keith
338	Englund, Lance
339	Erickson, Dave
340	Erickson, Jesse
341	Erickson, Neal
342	Erstad, Scott
343	Etter, Jason
344	Etzel, Samuel
345	Evans, Robert
346	Evernham, Jonathan
347	Falk, Michael
348	Fannin, Shane
349	Fare, Stephen
350	Faust, Leone
351	Fay, Zachary
352	Felsing, Matt
353	Ferguson, Daniel
354	Ferguson, Milton
355	Fewell, Stephen
356	Fields, Greg
357	Fink, Jason
358	Fischer, Chris
359	Fischer, Jared
360	Fischer, Jonathon
361	Fisher, Kevin
362	Fleming, Brian
363	Fleury, Jeffery
364	Folkers, Ryan
365	Foltos, Scott
366	Fonder, Chris
367	Fonfara, Trevor
368	Foral, Kyle

Settlement Agreement Group

WI Deduction Claim

369	Foral, Steve
370	Forcier, Mike
371	Ford, Mack
372	Foreman, Chad
373	Fortier, Mark
374	Foss, Billy
375	Foster, Arlton
376	Foster, Michael
376	Foster, Michael
377	Foth, Merlin
378	Foth, Steve
379	Foucalt, David
380	Foust, Andrew
381	Foust, Peter
382	Frank, Derek
383	Franzen, Doug
384	Freber, Andrew
385	Frederick, Kurt
386	Frederick, Mark
387	Freehling, Joe
388	Freng, Andrew
389	Freng, Steven
390	Frey, Kagan
391	Friddle, michael
392	Frischman, Mark
393	Fry, Raymond
394	Frye, Jason
395	Fuller, Stephen
396	Fultz, Ryan
397	Furmanek, Chad
398	Fusek, Troy
399	Gaare, Elmer
400	Gabriel, Derek
401	Gaedtke, Dustin
402	Gajeski, Jennifer
403	Gallagher, Andrew
404	Gallion, George
405	Gambill, Kenneth
406	Garcia, John
407	Gardner, Jody
408	Garoutte, Dana
409	Garrett, Jeremy
410	Gast, Jesse
411	Gaston, Cory
412	Gates, Philip
413	Geddes, Michael
414	Geiger, Michael

Settlement Agreement Group

WI Deduction Claim

415	Georgeson, Bruce
416	Georgia, Joshua
417	Gerbig, Jeffery
418	Gerdess, Kenneth
419	Gerlach, Steven
420	Gettelman, Dave
421	Giesau, Joel
421	Giesau, Joel
422	Giese, Gary
423	Gilbertson, Brian
424	Gillespie, Kenneth
425	Gilmeister, Zachary
426	Gilow, John "Scott"
427	Gindt, Joshua
428	Girmscheid, Travis
429	Gitz, Kevin
430	Glauch, Marc
431	Gliniecki, Michael
432	Glisczynski, Steve
433	Glomp, David
434	Godsey, Robert
435	Goehring, Dean
436	Gokey, Jason
437	Goldenberg, David
438	Goloversic, James
439	Gomoll, Karl
440	Goncalo, Robert
441	Goodman, Shannon
442	Grady, Michael
443	Graf, James
444	Graf, Philip
445	Graff, Michael
446	Grant, Keith
447	Gray, Nicholas
448	Greenwold, Adam
449	Greil, Daniel
450	Greder, Aaron
451	Griffin, Clinton
452	Griffin, Jason
453	Griffin, Jeffrey
454	Griffus, Joseph
455	Grocke, Steve
456	Grose, James
457	Grosinske, Alan
458	Grueneberg, Lynn
459	Gruenwald, Thomas
460	Grundahl, Adam

Settlement Agreement Group

WI Deduction Claim

461	Guarrero, Tylor
462	Gudenschwager, Scott
463	Guethlein, Douglas
464	Gumieny, Stephen
465	Gustafson, Lorne
466	Gutzman, Aaron
467	Gyllander, Greg
468	Hacker, Brandon
469	Hafner, Mark
470	Hagen, Anthony
471	Hagen, Timothy
472	Hagman, Travis
473	Hajos, Dezso "Dezy"
474	Hallas, Daniel
475	Hallet, Tim
476	Halling, Scott
477	Halverson, Brion
478	Halvorson, Cole
479	Hamachek, David "Bruce"
480	Hammer, Joseph
481	Hammond, Todd
482	Hancock, Gregg
483	Hanna, Robert
484	Hansen, Leon
485	Hansen, Paul
486	Hanson, David
487	Hanson, Sean
488	Haralson, Richard
489	Hari, Lyle
490	Harper, Aaron
491	Harpold, John
492	Harr, Kevin
493	Harrington, Jade
494	Harris, Steve
495	Harris, Jeffery
496	Hart, David
497	Harvey, Kendall
498	Harvey, Paul
499	Hass, Dennis
500	Hatfield, Joseph
501	Haubrich, Shawn
502	Haugen, Eric
503	Hauser, Cody
504	Hawk, Lee
505	Haydon, Michael
506	Hayes, George
507	Hebert, Steven

Settlement Agreement Group

WI Deduction Claim

508	Hecker, Joseph
509	Hecker, Nicholas
510	Hedberg, Ian
511	Hedrick, Ricky
512	Hein, Dennis
513	Hein, Nathan
514	Helgersen, Daryl
515	Heller, Benjamin
516	Helley, Brian
517	Helminski, Kevin
518	Hemenway, Justin
519	Hendricks, Brandon
520	Hendricks, Jamie
521	Hengst, Joseph
522	Hengsteler, Larry
523	Henk, Vernon
524	Hennek, Alex
525	Hennig, Marcus
526	Hermann, Joshua
527	Hernandez, Fernando
528	Herner, Michael
529	Hershberger, Kirk
530	Hess, Jeff
531	Hesselberg, William
532	Hester, David
533	Hetcher, Nicolas
534	Hibma-O'Brien, Joseph
535	Hicks, Richard
536	Hieronimus, Matthew
537	Hildahl, Gerald
538	Hill, Branden
539	Hill, Cory
540	Hill, Danny
541	Hillsberg, Robert
542	Hintz, Phillip
543	Hinz, Brian
544	Hlava, Nathan
545	Hodler, Dallas
546	Hoffman, Daniel
547	Hoffman, Charles
548	Hohlstein, Kenneth
549	Holbrook, Dean
550	Holbrook, Larry
551	Hollis, Curtis
552	Hollister, Michael
553	Hollnagel, Michael
554	Holmberg, Daniel

Exhibit C

Settlement Agreement Group

WI Deduction Claim

555	Holstein, Jason
556	Holsten, Weston
557	Homernik, Joseph
558	Hompertz, Mike
559	Hooker, Steve
560	Hoover, Jeremy
561	Hopkins, Richard
562	Hoppa, David
563	Hoppa, Nicholas
564	Horstman, Robert
565	Horton, Eddie
566	Hoskins, J.C.
567	Hotlen, Lucas
568	Houland, Kirk
569	Houle, Jeremy
570	House, David
570	House, David
571	Howard, Anthony
572	Howe, Brandon
573	Hraban, James
574	Hrncirik, Scott
575	Hughes, Anthony
576	Hughes, Joe
577	Hull, Christopher
578	Hunter, Ronald
579	Huntington, Bobby
580	Husom, Scott
581	Hussa, Dean
582	Hutchcraft, Chris
583	Hvarre, Justin
584	Ingersoll, Joseph
585	Ingersoll, Kevin
586	Ingman, Heather
587	Intribus, Darren
588	Isari, Andrei
589	Iverson, Jay
590	Jackson, Brian A
591	Jacobe, Cory
592	Jacobson, Alan
593	Jacobson, Jeff
594	James, Thomas
595	Janisch, Cory
596	Janko, Timothy
597	Jarvais, Duane II
598	Jaskie, Ryan
599	Jaslowski, Josh
600	Jaworski, Allen

Settlement Agreement Group

WI Deduction Claim

601	Jean, Corey
602	Jeche, Christopher
603	Jendrzewski, Danielle
604	Jensen, Mike
605	Jepson, Earl
606	Jeske, Justin
607	Jirgl, Nathan
608	Joachim, William
609	Johnson, Amy
610	Johnson, Brian
611	Johnson, Carl
612	Johnson, Darrell
613	Johnson, Eric
614	Johnson, Garrett (Gary)
615	Johnson, Jacob
616	Johnson, Jesse
617	Johnson, Jorge
618	Johnson, Joshua
619	Johnson, Justin
620	Johnson, Randy
621	Johnson, Rick
622	Johnson, Samuel
623	Johnston, Jason
624	Joiner, Matthew
625	Jones, Charles
626	Jones, Eugene
627	Jones, Hugh
628	Jones, Shaun
629	Jorgensen, Jayloy
630	Juetten, Nathanael
631	Juris, Scott
632	Kainz, Zachary
633	Kaja, Patrick
634	Kaltenberg, Joseph
635	Kamke, Scott
636	Kamppi, Brian
637	Kamppi, Daniel
638	Kamppi, David
639	Kamyshnikov, Sergey
640	Kanouse, Dennis
641	Karner, Nathain
642	Karst, Timothy
643	Kastorff, Robert
644	Kaufert, Travis
645	Kaye, Jeffery
646	Keehn, Travis
647	Keller, Keith

Settlement Agreement Group

WI Deduction Claim

648	Kelly, Ryan
649	Kendl, John
650	Kendl, Steven
651	Kent, Jason
652	Kerins, Cary
653	Kerstner, Matthew
654	Keys, Jeff
655	Kickhaver, Zachary
656	Kiefer, Matthew
657	Kimball, Marty
658	Kinas, Robert
659	Kiner, Ronald
660	Kirkhuff, Michael
661	Kirton, Henry
662	Klaes, Nicholas
663	Klagstad, Scott
664	Klein, Allen
665	Klein, Anthony
666	Klein, Randall
667	Kleinfeldt, Tony
668	Klescewski, Chester
669	Klukas, Trevor
670	Knitter, Robert
671	Knutson, Bryan
672	Knutson, Rodney
673	Koch, Troy
674	Koehler, Jeremy
675	Koeller, Greg
676	Koeppel, Brian
677	Kohl, Eric
678	Kohl, Jacob
679	Kollwitz, Paul
680	Konietzki, Jeremiah
681	Konop, Derek
682	Konrad, Damien
683	Koopman, Kyle
684	Kopke, Michael
685	Korhonen, Robert
686	Kornowske, Robert
687	Kostroski, Clint
688	Kowalik, Jeffrey
689	Krebs, Derek
690	Krenzelok, Nicholas
691	Krenzelok, Richard
692	Kretschmann, Chris
693	Kreul, Chris
694	Krieser, Donald

Settlement Agreement Group

WI Deduction Claim

695	Kroll, John
696	Krueger, Brad
697	Krueger, Scott
698	Krull, Jared
699	Kubale, Timothy
700	Kuder, Charles
701	Kudick, Andrew
702	Kujawa, Tyrone
703	Kurtz, Ervin
704	LaBarbera, Anthony
705	LaBelle, Elliott
706	LaCosse, Donald
707	Lade, Terry
708	Lafky, Joel
709	Laganowski, Chris
710	Lahners, Ronald
711	Lamb, Gaylon
712	LaMettry, Daniel
713	Lancaste, Michael
714	Lands, Cecil
715	Lane, Patrick
716	Lange, Willie
717	Langer, Robert
718	Larkin, David
719	Larsen, Andrew
720	Larsen, Colin
721	Larson, Brandon
722	Larson, Christopher
723	Larson, Daniel
724	Larson, Daryn
725	Larson, Korey
726	Larson, Roman
727	Laschiava, Thomas
728	Later, Colin
729	Lauback, Dale
730	Lawson, Andrew
731	Lawson, Late
732	Lawver, Neil
733	Lecheheb, Adel
734	Ledwith, Misha
735	Lee, Daniel
736	Lee, Lydell
737	Lee, Robert
738	Lee, Tong
739	Leitermann, Clayton
740	Leitzinger, Keith
741	Lemerond, Dennis

Settlement Agreement Group

WI Deduction Claim

742	Lemieux, Steven
743	Lemon, Michael
744	Leonhardt, Jay
745	Lewis, Kevin
746	Lewis, Rick
747	Linder, John
748	Lindquist, John
749	Link, Troy
750	Linn, Chad
751	Lippig, Michael
752	Liska, Keith
753	Livingston, Christopher
754	Lizotte, Chris
755	Lloyd, Mark
756	Lloyd, Steven
757	Loiselle, David
758	Lopes, John
759	Lorbetske, Michael
760	Lowe, Matthew
761	Lowe, Steven
762	Lueneburg, Matt
763	Lugo, Gary
764	Lukan, Gary
765	Luke, Robert
766	Lundgren, David
767	Lupa, Adam
768	Lyons, James
769	Lyons, Jay
770	MacDonald, Jeremy
771	MacFarlane, Ian
772	MacMillan, Joseph
773	MacPhetridge, Ronald
774	Madley, Carl
775	Madrid, Robert
776	Mael, Michael
777	Mahoney, David
778	Maki, William
779	Malinowski, Joseph
780	Malisch, Clinton
781	Mallette, James
782	Mallon, Franklin
783	Mallon, William
784	Malueg, Amanda
785	Manderscheid, Gary
786	Manibog, George
787	Manka, Robert
788	Mann, Bart

Settlement Agreement Group

WI Deduction Claim

789	Marchand, Steve
790	Marenger, Shaun
791	Marsh, Andrew
792	Marshall, Matthew
793	Marshall, Michael
794	Martin, Benny
795	Martin, Bobby
796	Martin, Gerald
797	Martin, Louis (Frank)
798	Martin, Marcus
799	Martin, Robert
800	Martine, John
801	Mascarenas, Herbert
802	Masch, Jason
803	Mashak, Travis
804	Mason, Josh
805	Mathis, Donald
806	Matti, William
807	Mattler, William
808	Matz, Anthony
809	Maulson, Arthur
810	Maxey, Joseph
811	Maynard, Cedric
812	Mayo, Justin
813	Mayville, Jameson
814	Mazzara, Gregory
815	McAllister, Ben
816	McCallum, William
817	McCauley, Dale
818	McCauley, Nakomus
819	McCown, Derek
820	McDaniel, Layne
821	McDermott, Trent
822	McDonald, Daniel
823	McGinley, Steve
824	McGinnity, Dylan
825	McGlen, Jason
826	McGregor, Kevin
827	McHenry, Seth
828	McLain, Dan
829	McMillie, Nicholas
830	Meadowcroft, Eric
831	Meeks, Arthur
832	Meinking, Harry
833	Melby, Daniel
834	Meliani, Mouhcine
835	Melling, Kevin

Settlement Agreement Group

WI Deduction Claim

836	Mensinga, Ryan
836	Mensinga, Ryan
837	Mertes, Jason
838	Mess, Gregory
839	Meyer, Daniel
840	Meyer, Richard
841	Meyer, Scott
842	Meyers, Robin
843	Michael, Shawn
844	Micketti, Deron
845	Middleton, Derek
846	Mier, Dale
847	Migala, Matthew
848	Migala, Mitchell
849	Mikesell, Thad
850	Mikula, Anthony
851	Miles, Phillip
852	Mileski, Kenneth
852	Mileski, Kenneth
853	Mileski, Kyle
853	Mileski, Kyle
854	Miller, Jack
855	Miller, Jake
856	Miller, John
857	Miller, Robert
858	Miller, Ryan
859	Millet, Thomas
860	Millin, Bradley
861	Millis, Dustin
862	Minnich, Derek
863	Minnich, Joshua
864	Miranda, Antonio
865	Mishler, Mark
866	Mitchell, Darion
867	Mitchell, Dennis
868	Mitchell, Jeffrey
869	Mittnacht, Trae
870	Moe, Michael
871	Moen, James
872	Moldenhauer, Tyler
873	Moll, Kelly
874	Moncrief, Kenneth
875	Monte, Richard
876	Montevideo, Devin
876	Montevideo, Devin
877	Moody, Patrick
878	Moon, Daniel

Exhibit C

Settlement Agreement Group

WI Deduction Claim

879	Moore, Curtis
880	Moore, Dan
881	Moore, Thomas
882	Moorhouse, Brett
883	Moran, Fernando
884	Morford Sr, Scott
885	Morris, Richard
886	Morris, William
887	Morschauser, Ronald
888	Morse, Marcus
889	Mosehart, Jarrod
890	Moua, Ko
890	Moua, Ko
891	Moua, Thor
892	Moulton, Mike
893	Moystner, Romy
894	Moystner, Seth
895	Moystner, Thomas
896	Mueller, Daniel
897	Mueller, Duane
898	Mueller, Matthew
899	Muhasky, David
900	Muir, Patrick
901	Mullikin, Keith
902	Mundth, Jerrad
903	Munisteri, Justin
904	Murphy, Chad
905	Murphy, Timothy
906	Murray, Abel
907	Murray, Joseph
908	Murray, Jan
909	Myshka, John
910	Nahorniak, Michael
911	Nashton, Alex
912	Nehring, Steven
913	Neibauer, Randy
914	Nelson, Anthony
915	Nelson, Robert
916	Nemec, Scott
917	Nemeth, Shawn
918	Nennig, James
919	Nett, Scott
920	Neuens, Nicholas
921	Neuens, Roger
922	Newman, Brendan
923	Nicholson, Brian
924	Nicholson, Joseph

Settlement Agreement Group

WI Deduction Claim

925	Nicholson, Peter
926	Niemeyer, John
927	Nigbor, Dana
928	Noel, Jason John
929	Nofodji, Kokouvi
929	Nofodji, Kokouvi
930	Nolan, Michael
931	Northup, Shawn
931	Northup, Shawn
932	Notbusch, Jennifer
933	Novak, Andrew
934	Novak, Andrew
935	Novy, Jason
936	Nowak, James
937	Nunke, Jason
938	Nurse, Kurt
939	O'Connor, Sean
940	O'Keefe, Nathan
941	Olinger, Christopher
942	Olmstead, Timothy
943	Olsen, Michael
944	Olson, Benjamin
945	Olson, Brian
946	Olson, Eric
947	Olson, Joshua
948	Olson, Samuel
949	Olson, Tracy
950	Omernik, Michael
951	O'Neil, Mark
952	Orlopp, Michael
953	O'Rourke, Ryan
954	Otero, Sean
955	Otto, Charles
956	Paasch, Charles
957	Packard, Ronald
958	Paff, Thomas
959	Pagel, Justin
960	Pahl, Kris
961	Pahnke, Brian
962	Palazzo, Jason
963	Pallock, Mitch
964	Palmer, Casey
965	Pamonicutt, Martin
966	Pann, Eric
967	Parker, Herbert
968	Parkinson, Erin
969	Parsons, Mark

Settlement Agreement Group

WI Deduction Claim

970	Partlo, Wesley
971	Pate, Kenneth
972	Paulson, Eric
973	Pautz, Chadwick
974	Pavelich, Curtis
975	Payne, Samuel
976	Pedersen, David
977	Peete, Elandis
978	Peloquin, Troy
979	Penigar, Jacey
980	Perdue, Masean
980	Perdue, Masean
981	Perschke, Klaus
982	Petasek, Matt
983	Peterman, Robert
984	Peters, Darrel
985	Peters, David
986	Peterson, Clint
987	Peterson, Jacob
988	Peterson, James
989	Petitjean, Toby
990	Petrick, Scion
991	Pfaff, Darin
992	Pfalzgraf, Brian
993	Pfeifer, Christopher
994	Pfile, Damon
995	Pfisthner, Mark
996	Phelps, Gary
997	Philippi, Peter
998	Phillips, Christian
999	Piechocki, James
1000	Pierce, Todd
1001	Pierog, David
1002	Pinkham, Steve
1003	Pinkston, Jason
1004	Piontek, Shane
1005	Piotrowski, Michael
1006	Pitsch, Mark
1007	Plinske, David
1008	Pointer, Doug
1009	Polacek, Glenn
1010	Ponchaud, Aaron
1011	Pond, David
1012	Pool, Tony
1013	Poole, Daniel
1014	Porter, Kent
1015	Potochich, Jesse

Settlement Agreement Group

WI Deduction Claim

1016	Potter, Steve
1017	Potts, Brett
1018	Powers, Jeffrey
1019	Powers, Steven
1020	Pratsch, Peter
1021	Pratt, Merritt
1021	Pratt, Merritt
1022	Prentice, James
1023	Preston, Stuart
1024	Prickett, William
1025	Prieve, Michael
1026	Prince, Benjamin
1027	Prince, James
1028	Proctor, Seth
1029	Prokash, Scott
1030	Proudian, Thomas
1031	Prue, Charles
1032	Purnell, Derrick
1033	Pyles, Anthony
1034	Quade, Justin
1035	Quaintance, Chris
1036	Quinchia, Michael
1037	Quinn, Matt
1038	Quintero, Juan
1039	Raab Burke, Josh
1040	Raboin, Joseph
1041	Race, Cody
1042	Radosevich, John
1043	Radosta, Jerrod
1044	Raduenz, Randy
1045	Rahm, Brent
1046	Rakow, Ted
1047	Ramsdell, Chad
1048	Ramsey, Jeff
1049	Rasmussen, Tyler
1050	Rasmusson, Tyrone
1051	Rataczak, Barry
1052	Ray, Radjoe
1053	Rebane-Onson, Justin
1054	Reddy, Tim
1055	Reetz, Troy
1055	Reetz, Troy
1056	Reeves, Eric
1057	Rehwinkel, Seth
1058	Reichenberger, Keith
1059	Reid, Steven
1060	Reilly, Patrick

Settlement Agreement Group

WI Deduction Claim

1061	Reinhardt, Shawn
1062	Reinhold, Regnald
1063	Reinke, Grant
1064	Reitz, Albert
1065	Renier, Jacob
1066	Rentmeester, Jeremy
1067	Retzlaff, Robert
1068	Reynolds, Ryan
1069	Rhinehart, Matthew
1070	Rhoades, Michael
1071	Ricard, Robert
1072	Richard, Rod
1073	Richardson, Michael
1074	Richgels, Nolan
1075	Rickaby, Geoffrey
1076	Riley, JW
1077	Rindt, Tyrone
1078	Ringer, Casey
1079	Ripley, Richard
1080	Risch, Ryan
1081	Risen, Rick
1082	Rivera, Danny
1083	Rivest, Mike
1084	Rizer, Terry
1085	Robare, Dustin
1086	Roberts, James
1086	Roberts, James
1087	Rodefer, Robert John
1088	Rodriguez, Abraham
1088	Rodriguez, Abraham
1089	Rodriguez, Nelson
1090	Rogalski, Joseph
1091	Rogers, Steve
1092	Roman, Jennifer
1093	Roman-Bravo, Ervin
1094	Roper, Lawrence
1095	Roshell, Daniel
1096	Rosin, Bruce
1097	Ross, Brian
1098	Roth, Dustin
1099	Roth, Trampas
1100	Roubal, Mitch
1101	Rouse, Bradley
1102	Roussel, William
1103	Rowley, Frederick
1104	Rucinski, Daniel
1105	Ruesch, Scott

Settlement Agreement Group

WI Deduction Claim

1106	Rugg, Burton
1107	Rule, Stephen
1108	Runyon, Robert
1109	Rupnow, Kenneth
1110	Rupnow, Ronald
1111	Rutter, Kenneth
1112	Ryba, Shannon
1113	Ryckman, David
1114	Ryczek, Edmund
1115	Ryer, Richard
1116	Rykal, Caleb
1117	Saack, James
1118	Sabala, Marcelo
1119	Sachse, Luke
1120	Sadek, Crystal
1121	Safari, Ahmad
1122	Saindon, Joseph
1123	Salazar, Roberto
1124	Salinas, Marcos
1125	Sanchez, Jorge
1126	Sandberg, Donald
1127	Sanders, Anthony
1128	Sargent, Christopher
1129	Saunders, Steven
1130	Scalissi, Joe
1131	Scanlon, Dean
1132	Schaefer, Zachary
1133	Schaller, Meranda
1134	Scheidler, Tammy
1135	Schertz, Robert
1136	Schick, Jesse
1137	Schilling, Randy
1138	Schladweiler, Wade
1139	Schlesner, John
1140	Schmalz, Robert
1141	Schmidt, Michael
1142	Schmidt, Sara
1143	Schneider, Anthony
1144	Schneider, Billy
1145	Schneider, George
1146	Schoenheide, Gerald
1147	Scholzen, Howard
1148	Schoonover, Duane
1149	Schoonover, Scott
1150	Schoppen, James
1151	Schram, John
1152	Schrauth, Trevor

Settlement Agreement Group

WI Deduction Claim

1153	Schreiber, Jan
1154	Schroeder, David
1155	Schulze, Edward
1156	Schumacher, Brian
1157	Schwab, Kevin
1158	Schwahert, Brian
1159	Schwamman, Corey
1160	Schwanebeck, Randy
1161	Schwichtenberg, James
1162	Schwind, Adam
1163	Scott, Matthew
1164	Seidel, Kirk
1164	Seidel, Kirk
1165	Seiler, Christopher
1166	Semrow, Richard
1167	Senjen, Stephen
1168	Serum, Jackson
1169	Sessions, Calder
1170	Severance, Adam
1171	Shackelford, Daniel
1172	Shafer, Malachi
1173	Sheehy, Robert
1174	Shefchik, Adam
1175	Shepard, Lee
1176	Sherwood, Michael
1177	Shoemaker, Eric
1178	Siegal, Joe
1179	Simon, Eugene
1180	Simon, Michael
1181	Simpson, Joe
1182	Sindicic, Justin
1183	Singleton, Steve
1184	Sinn, Daniel
1185	Skenadore, David
1186	Skog, Shane
1187	Skopik, Kevin
1188	Skubal, Chad
1189	Skulski, Chester
1190	Slaght, Frederick
1191	Slatky, Cole
1192	Slattery, Shawn
1193	Smart, Adam
1194	Smith, Brian
1195	Smith, Christopher
1196	Smith, Cory
1197	Smith, Darryl
1198	Smith, Gerald

Settlement Agreement Group

WI Deduction Claim

1199	Smith, Kenneth
1200	Smith, Kevin
1201	Smith, Melvin
1202	Smith, Michael
1203	Smith, Richard
1204	Snyder, Richard
1205	Sorenson, Justin
1206	Sorenson, Scott
1207	Sorenson, Tyler
1208	Sowin, John
1209	Speich, Jason
1210	Spencer, Joseph
1211	Spigarelli, Brian
1212	Spinelli, Dino
1213	Spinhirne, James
1214	Spivey, Kenny
1215	Springstroh, Perry
1216	St Cyr, Tom
1217	St. Cyr, Laurie
1218	Stade, Charles
1219	Stafford, David
1220	Stafford, Ezra
1221	Stahl, Leonard
1222	Stai, Brad
1223	Stanford, Barry
1224	Stangl, Michael
1225	Stankiewicz, Nathan
1226	Staves, Bernie Jo
1227	Steege, Brad
1228	Stenger, Paul
1229	Stenroos, Quentin
1230	Stensrud, John
1231	Stensven, Steve
1232	Sternard, Jeffrey
1233	Steves, Brian
1234	Stewart, Jason
1235	Stieber, Craig
1236	Stieber, Robert
1237	Stiglich, Mike
1238	Stine, William
1239	Stocks, Nathan
1240	Stofflet, Dana
1241	Stoikes, William
1242	Storlie, Jason
1243	Strand, Dennis
1244	Strauss, Joshua
1245	Strejc, Nicholas

Settlement Agreement Group

WI Deduction Claim

1246	Strickland, Joseph
1247	Strizek, Andrei
1248	Stuer, Michael
1249	Sukowaty, Adam
1250	Sunita, Gary
1251	Suwyn, Daniel
1252	Swagger, Terry
1253	Swanson, Skipp
1254	Swille, Jesse
1255	Swille, Michael
1256	Swim, Jason
1257	Sylvester, Paul
1258	Szemborski, Jordan
1259	Talano, Mathew
1260	Tallman, Bob
1261	Taylor, Brent
1262	Taylor, Kevin
1263	Taylor, Ryan
1264	Tearman, Loren
1265	Tedesco, Chris
1266	Teichmiller, Justin
1267	Tello, Salvador
1268	Ternouth, Mike
1269	Thao, Meng
1270	Thao, Va
1271	Thielbar, Jeff
1272	Thom, Brian
1273	Thomas, Christopher
1274	Thomas, Robert
1275	Thompson, Brian
1276	Thompson, Josh
1277	Thompson, Morgan
1278	Thompson, Scott
1279	Thompson-Martin, Carlene
1280	Thorp, Joseph
1281	Thuemler, Kalin
1282	Thurber, Norman
1283	Thurk, Todd
1284	Tibbits, Keith
1285	Tiedeman, James
1286	Tillman, Shane
1287	Tilson, Angela
1288	Tipler, Daniel
1289	Todd, Alvin
1290	Tomasello, Benjamin
1291	Toutloff, Francis
1292	Tracy, Robert

Settlement Agreement Group

WI Deduction Claim

1293	Trepanier, Erich
1294	Trepp, Erik
1295	Trevor, Keith
1296	Tripamer, James
1297	Tubbs, William
1298	Turnbill, Anthony
1299	Turner, Clifton
1300	Turner, Courtney
1301	Turner, Michael
1302	Turos, Dezso "Dosh"
1303	Tyne, Scott
1304	Urbach, Jeff
1305	Utley, Brian
1306	Utley, Eric
1307	Vail, Richard
1308	Vaini, Timothy
1309	Valley, Jeffrey
1310	Van De Hei, Joel
1311	Van Drisse, Brett
1312	Van Frachen, Jessie
1313	Van Horn, Joel
1314	Van Meter, Jacob
1315	Van Vleet, Larry
1316	Vande Leest, Paul
1317	VanderPol, Mark
1318	Vang, John
1319	Vang, Meng
1320	Vannetter, Chris
1321	Varner, Cliff
1322	Vasicek, Rudy
1323	Vegoe, Christopher
1324	Ver Bockel, Kevin
1325	Verheyen, Jason
1326	Vernig, Nate
1327	Vogel, Brian
1328	Vogel, Robert
1329	Volk, Nick
1330	Voss, Stephen
1331	Wacker, Justin
1332	Walker, Jimmie
1333	Walsh, David
1334	Walters, Joshua
1335	Wangen, Timothy
1336	Warlin, Eric
1337	Washbish, Michael
1338	Washburn, Michael
1339	Washburn, Mike

Settlement Agreement Group

WI Deduction Claim

1340	Waydick, Jeffrey
1341	Weber, Walter
1342	Webster, Lee
1343	Webster, Richard
1344	Webster, Robert
1345	Wegner, Jay
1346	Wegner, Ryan
1347	Wehrli, Jeff
1348	Weidner, Fritz
1349	Weiler, Wayne
1350	Weimert, Thomas
1351	Weinberger, John
1352	Weister, Jason
1353	Welch, Charles
1354	Welch, Wade
1355	Welchlin, Taran
1356	Wells, Michael
1357	Wellsandt, Randy
1358	Wellsandt, Tyler
1359	Wennesheimer, Thomas
1360	Wenzel, Curt
1361	Wenzel, Douglas
1362	Werner, Paul
1363	Wesoloski, Phillip
1364	West, Kelly
1365	Westfall, Kevin
1366	Westmayer, John
1367	Westphal, Mike
1368	Whalen, Scott
1369	White, Jeffery
1370	White, Stephan
1371	Whitley, William
1372	Wicker, Nicholas
1373	Wiebel, John
1374	Wilcox, Jeremy
1375	Wilcox, Richard
1375	Wilcox, Richard
1376	Wilkie, Ryan
1377	Wilmot, Jesse
1378	Wilson, Andrew
1379	Wilson, David
1380	Wilson, Frank
1381	Wilson, Wayne
1382	Wilund, Adam
1383	Winch, William
1384	Winkler, Andre
1385	Winkler, Michael

Settlement Agreement Group

WI Deduction Claim

1386	Wisner, Randall
1387	Withers, Michael
1387	Withers, Michael
1388	Witkowski, Todd
1389	Woeckener, William
1390	Woehler, Justin
1391	Wolff, Warren
1392	Wolfgram, Nicholas
1393	Wolslegel, Andrew
1394	Woodford, Tim
1395	Woodmansee, Kyle
1396	Woodruff, Jeremy
1397	Woodward, Dustin
1398	Wright, Chris
1399	Wussow, Richard
1400	Wynkoop, Gerrit
1401	Wyrwicki, James
1402	Xiong, Muachie
1403	Xiong, Stanley
1404	Xiong, Tou
1405	Yanda, Charles
1406	York, James "Mickey"
1407	York, Reginald
1408	Young, David
1409	Younger, Brian
1410	Yuenger, Andrew
1411	Zaddack, Brian
1412	Zais, Cory
1413	Zalabak, Emil
1414	Zambrano, Luis
1415	Zarda, William
1416	Zarnoth, Jonathan
1417	Zech, Tyler
1418	Zehren, Matthew
1419	Zelechowski, Richard
1420	Zeutzius, Daniel
1421	Ziegler, Jason
1422	Ziegler, Jason
1423	Zimmerman, Brad
1424	Zimpher, Andrew
1425	Zink, Albert
1426	Zittlow, John

EXHIBIT D

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

**RICHARD WILCOX,
RICHARD D. MORRIS, and
DEWEY STEVENSON,**
on behalf of themselves and
all others similarly situated,

Case No. 3:09-CV-659

Plaintiffs,

vs.

**ALTERNATIVE ENTERTAINMENT, INC. and
THOMAS BURGESS**

Defendants.

THIRD AMENDED COLLECTIVE AND CLASS ACTION COMPLAINT

PRELIMINARY STATEMENT

1. This is a collective and class action brought by Individual and Representative Plaintiffs, Richard Wilcox (“Wilcox”), Richard D. Morris (“Morris”), and Dewey Stevenson (“Stevenson”) on their own behalf and on behalf of the members of the proposed classes identified below. Wilcox, Morris, Stevenson and members of the putative classes were employed by Alternative Entertainment, Inc. (“Alternative Entertainment”) as satellite dish installers (also commonly referred to as Satellite Technicians). The Plaintiffs and the members of the putative classes were paid on a piece rate basis and were not paid overtime wages for the work they performed over

forty (40) hours a week, nor were they paid any compensation for their nonproductive labor. Further, Plaintiffs and the putative class members were regularly subject to “charge backs” for alleged faulty workmanship, lost or stolen property, or property damage despite Alternative Entertainment’s lack of a prior written authorization to do so. Plaintiffs and putative class members are similarly situated under Federal Rule of Civil Procedure 23 and the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 216(b).

JURISDICTION AND VENUE

2. This Court has original jurisdiction to hear this complaint and to adjudicate the claims stated herein under 28 U.S.C. § 1331, this action being brought under the Fair Labor Standards Act, 29 U.S.C. § 201, et. seq. The Court has subject matter jurisdiction over the state law claims pursuant to 28. U.S.C. § 1367.

3. Venue is proper in the United States District Court for the Western District of Wisconsin because Alternative Entertainment operates a facility in this district and because the events giving rise to these claims occurred in this district.

PARTIES

4. Wilcox, a Representative Plaintiff, is an adult resident of Monona, Wisconsin. Wilcox was employed as a satellite dish installer by Alternative Entertainment and Thomas Burgess in Madison, Wisconsin, within the time period prescribed by the applicable statute of limitations. During the period relevant to this action, Wilcox owned the vehicle he used as a satellite dish installer, and was referred to as a “POV” or personally owned vehicle satellite dish installer. Wilcox

brings these claims on behalf of the Collective POV Overtime Class, the Collective POV Minimum Wage Class, the Wisconsin POV Overtime Class and the Wisconsin POV Minimum Wage Class.

5. Morris, a Representative Plaintiff, is an adult resident of Reedsburg, Wisconsin. Morris is employed as a satellite dish installer by Alternative Entertainment and Thomas Burgess in Madison, Wisconsin, within the time period prescribed by the applicable statute of limitations. During the period relevant to this lawsuit, Morris operated a vehicle owned by Alternative Entertainment as a satellite dish installer. During the period he operated a vehicle owned by Alternative Entertainment, Morris was referred to as a “COV” or company owned vehicle satellite dish installer. Morris brings these claims on behalf of the Collective COV Overtime Class, the Collective COV Minimum Wage Class, the Wisconsin COV Overtime Class, the Wisconsin COV Minimum Wage Class and the Wisconsin Unlawful Deduction Class.

6. Stevenson, a representative plaintiff, is an adult resident of Bitely, Michigan. Stevenson was employed by Alternative Entertainment in Michigan as a satellite dish installer within the preceding three years. On one or more occasions, Stevenson had charge backs deducted from his earnings without valid authorization. During the period relevant to this action, Stevenson owned the vehicle he used as a satellite dish installer, and was referred to as a “POV” or personally owned vehicle satellite dish installer. Also during the period relevant to this action, Stevenson operated a vehicle owned by Alternative Entertainment as a

satellite dish installer. During the period he operated a vehicle owned by Alternative Entertainment, Stevenson was referred to as a “COV” or company owned vehicle satellite dish installer. Stevenson brings these claims on behalf of the Michigan POV and COV Overtime Classes, the Michigan POV and COV Minimum Wage Classes and the Michigan Unlawful Deduction Class. Stevenson, Morris and Wilcox are referred to collectively as “The Named Plaintiffs.”

7. Wilcox brings this action on behalf of himself and on behalf of the Collective POV Overtime Class pursuant to 29 U.S.C. § 216(b). Wilcox’s consent form was previously filed as Exhibit A to Plaintiff’s complaint. Dkt.1. The **Collective POV Overtime Class** of similarly situated employees is defined as:

All persons who have been or are employed by Alternative Entertainment, Inc. and/or Thomas Burgess as a satellite dish installer, and who operated a personally owned vehicle as a satellite dish installer, who were denied overtime wages at any time during the past three years.

8. Wilcox brings this action on behalf of himself and on behalf of the Collective POV Minimum Wage Class pursuant to 29 U.S.C. § 216(b). The **Collective POV Minimum Wage Class** of similarly situated employees is defined as:

All persons who have been or are employed by Alternative Entertainment, Inc. and/or Thomas Burgess as a satellite dish installer, and who operated a personally owned vehicle as a satellite dish installer, who were denied payment of the minimum wage at any time during the past three years.

9. Morris brings this action on behalf of himself and on behalf of the Collective COV Overtime Class pursuant to 29 U.S.C. § 216(b). The Collective COV Overtime Class and the Collective POV Overtime Class are referred to collectively

as the Collective Overtime Classes. Morris' consent is filed as Exhibit A to Plaintiff's Second Amended Collective and Class Action Complaint. The **Collective COV**

Overtime Class of similarly situated employees is defined as:

All persons who have been or are employed by Alternative Entertainment, Inc. and/or Thomas Burgess as a satellite dish installer and who operated a company owned vehicle as a satellite dish installer, who were denied overtime wages at any time during the past three years.

10. Morris brings this action on behalf of himself and on behalf of the Collective COV Minimum Wage Class pursuant to 29 U.S.C. § 216(b). The Collective COV Minimum Wage Class and the Collective POV Minimum Wage Class are referred to collectively as the Collective Minimum Wages Classes. Morris' consent is filed as Exhibit A to Plaintiff's Second Amended Collective and Class Action Complaint. The **Collective COV Minimum Wage Class** of similarly situated employees is defined as:

All persons who have been or are employed by Alternative Entertainment, Inc. and/or Thomas Burgess as a satellite dish installer, and who operated a company owned vehicle as a satellite dish installer, who were denied payment of the minimum wage at any time during the past three years.

11. Wilcox brings this action on behalf of himself and on behalf of the Wisconsin POV Overtime Class pursuant to Fed. R. Civ. P. 23. The **Wisconsin POV Overtime Class** is defined as:

All persons who have been or are employed by Alternative Entertainment, Inc. in Wisconsin as a satellite dish installer, and who operated a personally owned vehicle as a satellite dish installer, who were denied overtime wages at any time during the past two years.

12. Wilcox brings this action on behalf of himself and on behalf of the Wisconsin POV Minimum Wage Class pursuant to Fed. R. Civ. P. 23. The **Wisconsin POV Minimum Wage Class** is defined as:

All persons who have been or are employed by Alternative Entertainment, Inc. in Wisconsin as a satellite dish installer, and who operated a personally owned vehicle as a satellite dish installer, who were denied payment of the minimum wage at any time during the past two years.

13. Morris brings this action on behalf of himself and on behalf of the Wisconsin COV Overtime Class pursuant to Fed. R. Civ. P. 23. The **Wisconsin COV Overtime Class** is defined as:

All persons who have been or are employed by Alternative Entertainment, Inc. in Wisconsin as a satellite dish installer, and who operated a company owned vehicle as a satellite dish installer, who were denied overtime wages at any time during the past two years.

14. Morris brings this action on behalf of himself and on behalf of the Wisconsin COV Minimum Wage Class pursuant to Fed. R. Civ. P. 23. The **Wisconsin COV Minimum Wage Class** is defined as:

All persons who have been or are employed by Alternative Entertainment, Inc. in Wisconsin as a satellite dish installer, and who operated a company owned vehicle as a satellite dish installer, who was denied payment of the minimum wage at any time during the past two years.

15(a). Morris brings this action on behalf of himself and on behalf of the Wisconsin Unlawful Deduction Class pursuant to Fed. R. Civ. P. 23. The **Wisconsin Unlawful Deduction Class** is defined as:

All Alternative Entertainment, Inc. satellite dish installers in Wisconsin who have had a charge back deducted from

his/her paycheck by Alternative Entertainment, Inc. for allegedly defective or faulty workmanship, lost or stolen property or damage to property, at any time during the past six years.

15(b). Stevenson brings this action on behalf of himself and on behalf of the Michigan Unlawful Deduction Class pursuant to Fed. R. Civ. P. 23. The Michigan Unlawful Deduction Class is defined as:

All Alternative Entertainment, Inc., satellite dish installers in Michigan who have had a charge back deducted from his/her paycheck by Alternative Entertainment, Inc., for allegedly defective or faulty workmanship, lost or stolen property or damage to property, at any time during the past three years.

15(c) Stevenson brings this action on behalf of himself and on behalf of the Michigan POV and COV Overtime Classes pursuant to Fed. R. Civ. P. 23. The **Michigan POV Overtime Class** is defined as:

All persons who have been or are employed by Alternative Entertainment, Inc. in Michigan as a satellite dish installer, and who operated a personally owned vehicle as a satellite dish installer, who were denied overtime wages at any time during the past three years.

The **Michigan COV Overtime Class** is defined as:

All persons who have been or are employed by Alternative Entertainment, Inc. in Michigan as a satellite dish installer, and who operated a company owned vehicle as a satellite dish installer, who were denied overtime wages at any time during the past three years.

15(d) Stevenson brings this action on behalf of himself and on behalf of the Michigan POV and COV Minimum Wage Classes pursuant to Fed. R. Civ. P. 23. The **Michigan POV Minimum Wage Class** is defined as:

All persons who have been or are employed by Alternative Entertainment, Inc. in Michigan as a satellite dish

installer, and who operated a personally owned vehicle as a satellite dish installer, who were denied payment of the minimum wage at any time during the past three years.

The **Michigan COV Minimum Wage Class** is defined as:

All persons who have been or are employed by Alternative Entertainment, Inc. in Michigan as a satellite dish installer, and who operated a company owned vehicle as a satellite dish installer, who was denied payment of the minimum wage at any time during the past three years.

16. Alternative Entertainment is a Wisconsin company with its principal place of business in Seymour, Wisconsin. On information and belief, Alternative Entertainment employs satellite dish installers in Wisconsin and Michigan who install “Dish Network” satellite dishes. Alternative Entertainment is an “employer” within the meaning of 29 U.S.C. § 203(d), Mich.Comp.Laws Chapter 408, Wis. Stat. §§ 103.001(6) and 104.01(3). Alternative Entertainment’s registered agent of service is Brick N. Murphy, 231 South Adams Street, Green Bay, Wisconsin 54301.

17. Thomas Burgess (Burgess) is the president, and co-owner of Alternative Entertainment, Inc. Burgess resides at 1360 Fox River Drive, De Pere, Wisconsin 54115. Burgess is involved in the day to day operations of Alternative Entertainment, Inc., and exercises authority and control over its employees. Burgess is an “employer” within the meaning of 29 U.S.C. § 203(d).

18. Alternative Entertainment is an enterprise engaged in commerce within the meaning of 29 USC § 203(s)(1).

CLASS ALLEGATIONS

19. Wilcox and Morris bring the Third and Fourth Claims for Relief on their own behalf and on behalf of the **Wisconsin Overtime POV Class**, the **Wisconsin COV Overtime Class** (collectively the Wisconsin Overtime Classes), the **Wisconsin POV Minimum Wage Class**, and the **Wisconsin COV Minimum Wage Class** (collectively the Wisconsin Minimum Wage Classes) defined in Paragraphs 9-13 supra, pursuant to Rule 23 (a) and (b) of the Federal Rules of Civil Procedure. Morris brings the Fifth Claim for Relief on his own behalf and on behalf of the **Wisconsin Unlawful Deduction Class**, defined in Paragraph 15(a) supra, pursuant to Rule 23(a) and (b) of the Federal Rules of Civil Procedure. Stevenson brings the Sixth Claim for Relief on his own behalf and on behalf of the Michigan Unlawful Deduction Class, defined in paragraph 15(b), pursuant to Rule 23(a) and (b) of the Federal Rules of Civil Procedure. Stevenson brings the Seventh Claim for Relief on his own behalf and on behalf of the **Michigan Overtime POV Class**, the **Michigan COV Overtime Class** (collectively the Michigan Overtime Classes), and brings the Eighth Claim for Relief on his own behalf and on behalf of the **Michigan POV Minimum Wage Class**, and the **Michigan COV Minimum Wage Class** (collectively the Michigan Minimum Wage Classes) defined in paragraphs 15(c) and (d), pursuant to Rule 23(a) and (b) of the Federal Rules of Civil Procedure.

20. The persons in the classes identified above are so numerous that joinder of all members is impracticable. Although the precise number of such

persons is unknown, upon information and belief, Alternative Entertainment has employed hundreds of people who satisfy each class definition.

21. There are questions of law and fact common to the Wisconsin and Michigan Overtime Classes that predominate over any questions solely affecting individual members of these classes, including, but not limited to:

- (a) Whether Alternative Entertainment unlawfully failed to pay overtime compensation in violation of and within the meaning of Wisconsin Statute § 103.03, Wisconsin Administrative Code § DWD 274.03 and Mich. Comp. Laws § 408.394;
- (b) The nature and amount of compensable work performed by the Named Plaintiffs and members of the putative Wisconsin and Michigan Overtime Classes;
- (c) Whether the Named Plaintiffs and members of the putative Wisconsin and Michigan Overtime Classes are exempt from overtime compensation under Wisconsin or Michigan law;
- (d) Whether Alternative Entertainment employed the Named Plaintiffs and members of the putative Wisconsin and Michigan Overtime Classes within the meaning of Wisconsin or Michigan law; and
- (e) The proper measure of damages sustained by the Wisconsin and Michigan Overtime Classes.

22. There are questions of law and fact common to the Wisconsin and Michigan Minimum Wage Classes that predominate over any questions solely affecting individual members of these classes, including, but not limited to:

- (a) Whether Alternative Entertainment unlawfully failed to pay minimum wage compensation in violation of and within the meaning of Wisconsin

Statute § 104.01(3) and Mich. Comp. Laws § 408.393 .

- (b) The nature and amount of compensable work performed by the Named Plaintiffs and members of the putative Wisconsin and Michigan Minimum Wage Classes;
- (c) Whether Alternative Entertainment employed the Named Plaintiffs and members of the Wisconsin and Michigan Minimum Wage Classes within the meaning of Wisconsin or Michigan law; and
- (d) The proper measure of damages sustained by the Wisconsin and Michigan Minimum Wage Classes.

23. There are questions of law and fact common to the Wisconsin Unlawful Deduction Class and to the Michigan Unlawful Deduction Class that predominate over any questions solely affecting individual members of the class, including, but not limited to:

- (a) Whether Alternative Entertainment deducted, or charged back, wages from the Plaintiffs and putative class members for alleged defective or faulty workmanship, lost or stolen property or damage to property;
- (b) Whether the Plaintiffs or putative class members provided valid authorizations to Alternative Entertainment to make deductions in paragraph (a) supra;
- (c) The proper measure of damages sustained by the Wisconsin Unlawful Deduction Class and the Michigan Unlawful Deduction Class.

24. The Named Plaintiffs' claims are typical of those of the Wisconsin and Michigan Overtime Classes. The Named Plaintiffs, like other members of the putative Wisconsin and Michigan Overtime Classes, were subjected to Alternative

Entertainment's policy and practice of refusing to pay overtime in violation of Wisconsin and Michigan law. The Named Plaintiffs' job duties were and are typical of those of other Wisconsin and Michigan Overtime Class members.

25. The Named Plaintiffs' claims are typical of those of the Wisconsin and Michigan Minimum Wage Classes. The Named Plaintiffs, like other putative members of the Wisconsin and Michigan Minimum Wage Classes, were subjected to Alternative Entertainment's policy and practice of maintaining an illegal piece rate pay method whereby during those weeks where the number of hours worked and total compensation earned resulted in payment of less than the minimum wage for every hour worked, no additional compensation was provided to the Named Plaintiffs or members of the putative classes. Further, under this policy, the Named Plaintiffs and members of the putative classes were denied any wages for their nonproductive work hours.

26(a). Morris' claims are typical of those of the Wisconsin Unlawful Deduction Class. Morris, like other putative Wisconsin Unlawful Deduction Class members, was subjected to Alternative Entertainment's policy and practice of making deductions for alleged faulty workmanship, lost or stolen property or damage to property, either without the prior written authorization of the employee, or based upon a coerced authorization.

26(b). Stevenson's claims are typical of those of the Michigan Unlawful Deduction Class. Stevenson, like other putative Michigan Unlawful Deduction Class members, was subjected to Alternative Entertainment's policy and practice of

making deductions for alleged faulty workmanship, lost or stolen property or damage to property, either without prior written authorization of the employee, or based upon a coerced authorization.

27. Wilcox, Morris and Stevenson will fairly and adequately protect the interests of the Wisconsin and Michigan Overtime Classes, the Wisconsin and Michigan Minimum Wage Classes, the Wisconsin Unlawful Deduction Class and the Michigan Unlawful Deduction Class. Wilcox, Morris and Stevenson have retained counsel experienced in complex wage and hour litigation, including numerous other class and collective action matters before this Court.

28. A class action is superior to other available methods for the fair and efficient adjudication of the controversy, particularly in the context of wage and hour litigation where individual plaintiffs lack the financial resources to vigorously prosecute separate lawsuits in federal court against a large corporate defendant, particularly those with relatively small claims.

29. Class certification of the Claims for Relief is appropriate under 29 U.S.C. § 216 and Fed. R. Civ. P. 23(b)(3), because questions of law and fact common to these classes predominate over any questions affecting only individual members of the classes, and because a class action is superior to other available methods for the fair and efficient adjudication of this litigation. Alternative Entertainment's common and uniform policies and practices denied the class members pay to which they are entitled. The damages suffered by the individual class members are small compared to the expense and burden of individual prosecution of this litigation. In

addition, class certification is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments about Alternative Entertainment's pay practices.

30. Wilcox, Morris and Stevenson intend to send notice to all members of the classes to the extent required by Rule 23.

FIRST CLAIM FOR RELIEF:
FAILURE TO PAY OVERTIME COMPENSATION IN VIOLATION OF THE FLSA

31. Wilcox and Morris individually and on behalf of the Collective Overtime Classes re-allege and incorporate by reference the allegations in the preceding paragraphs.

32. Alternative Entertainment is an employer within the meaning of 29 U.S.C. §§ 203(d) and (g).

33. Thomas Burgess is an employer within the meaning of 29 U.S.C. §§ 203(d) and (g).

34. The Named Plaintiffs and the members of the Collective Overtime Classes are employees within the meaning of 29 U.S.C. § 203(e).

35. The FLSA requires each covered employer to compensate all non-exempt employees at a rate of not less than one and one-half times their regular rate of pay for work performed in excess of forty (40) hours per workweek.

36. During the applicable statute of limitations, the Named Plaintiffs and members of the Collective Overtime Classes were suffered and permitted by

Burgess and Alternative Entertainment, Inc. to perform work in excess of forty (40) hours per week without receiving overtime compensation.

37. These practices violate the FLSA, including, but not limited to, 29 U.S.C. § 207. Because of these violations, the Named Plaintiffs and members of the Collective Overtime Classes have suffered a wage loss.

38. Burgess and Alternative Entertainment knew or showed reckless disregard for the fact that it failed to pay the Named Plaintiffs and members of the Collective Overtime Classes overtime compensation in violation of the FLSA.

**SECOND CLAIM FOR RELIEF:
FAILURE TO PAY MINIMUM WAGE COMPENSATION
IN VIOLATION OF THE FLSA**

39. Wilcox and Morris individually and on behalf of the Collective Minimum Wage Classes re-allege and incorporate by reference the allegations in the preceding paragraphs.

40. The FLSA requires each covered employer to compensate all employees at a rate not less than the federal minimum wage for all hours worked.

41. During the applicable statute of limitations, the Named Plaintiffs and members of the Collective Minimum Wage Classes were suffered and permitted by Alternative Entertainment and Burgess to perform work for which they received less than the federal minimum wage, including any nonproductive work they performed.

42. These practices violate the FLSA, including, but not limited to, 29 U.S.C. § 206. Because of these violations, the Named Plaintiffs and members of the Collective Minimum Wage Classes have suffered a wage loss.

43. Burgess and Alternative Entertainment knew or showed reckless disregard for the fact that it failed to pay the Named Plaintiffs and members of the Collective Minimum Wage Classes minimum wage compensation in violation of the FLSA.

THIRD CLAIM FOR RELIEF:
FAILURE TO PAY OVERTIME COMPENSATION
IN VIOLATION OF WISCONSIN LAW

44. Wilcox and Morris individually and on behalf of the Wisconsin Overtime Classes re-allege and incorporate by reference the allegations in the preceding paragraphs.

45. The foregoing conduct, as alleged, violates Wis. Stat. § 103.03, and Wisconsin Administrative Code § DWD 274.03.

46. At all relevant times, Alternative Entertainment has been, and continues to be, an “employer” within the meaning of Wis. Stat. § 103.001. At all relevant times, Alternative Entertainment has employed, and/or continues to employ, “employee[s],” including the named Plaintiffs and the members of the putative Wisconsin Overtime Classes, within the meaning of Wis. Stat. § 103.001.

47. At all relevant times, the Named Plaintiffs and members of the putative Wisconsin Overtime Classes were Alternative Entertainment employees, within the meaning of Wis. Stat. § 103.001(5).

48. Section 103.02, Wis. Stat., and Wisconsin Administrative Code § DWD 274.03 require an employer to pay overtime compensation to all non-exempt employees. The Named Plaintiffs and members of the putative Wisconsin Overtime Classes are not exempt from overtime pay requirements under Wisconsin law.

48. At all relevant times, Alternative Entertainment had a policy and practice of failing and refusing to pay overtime pay to the Named Plaintiffs and members of the putative Wisconsin Overtime Classes for their hours worked in excess of forty (40) hours per workweek.

49. As a result of Alternative Entertainment's willful failure to pay overtime wages earned and due to the Named Plaintiffs and the members of the putative Wisconsin Overtime Classes, Alternative Entertainment has violated, and continues to violate Wis. Stat. §§ 103.03, 109.03, and Wisconsin Administrative Code § DWD 274.03.

50. The Named Plaintiffs, on behalf of themselves and members of the putative Wisconsin Overtime Classes, seek recovery of attorneys' fees, costs, and expenses of this action to be paid by Alternative Entertainment, as provided by Wis. Stat. § 109.03(6).

51. The Named Plaintiffs, on behalf of themselves and members of the putative Wisconsin Overtime Classes, seek damages in the amount of the unpaid wages earned and due as provided by Wis. Stat. §§ 103.03 and 109.03, and Wisconsin Administrative Code § DWD 274.03, and any penalties due under Wis.

Stat. § 109.11, as well as such other legal and equitable relief from Alternative Entertainment's unlawful and willful conduct as the Court deems just and proper.

FOURTH CLAIM FOR RELIEF:
FAILURE TO PAY MINIMUM WAGE COMPENSATION
IN VIOLATION OF WISCONSIN LAW

52. Wilcox and Morris individually and on behalf of the Wisconsin Minimum Wage Classes re-allege and incorporate by reference the allegations in the preceding paragraphs.

53. Section 104.02, Wis. Stat., requires that every wage paid or agreed to be paid by an employer to an employee shall be not less than the living wage.

54. During their employment with Alternative Entertainment, and within the applicable statute of limitations, the Named Plaintiffs and the members of the putative Wisconsin Minimum Wage Classes were suffered and permitted to work hours for which they were not compensated at least the minimum rate as prescribed by Wisconsin Administrative Code § DWD 272.03, including all nonproductive work they performed.

55. These practices violate Wis. Stat. § 104.03. As a result of these unlawful practices, the Named Plaintiff and the members of the putative Wisconsin Minimum Wage Classes have suffered a wage loss.

56. The Named Plaintiffs, on behalf of themselves and members of the putative Wisconsin Minimum Wage Classes, seek damages in the amount of the unpaid wages earned and due as provided by Wis. Stat. §§ 104.11 and 109.03, and any penalties due under Wis. Stat. § 109.11, as well as such other legal and

equitable relief from Alternative Entertainment's unlawful and willful conduct as the Court deems just and proper.

FIFTH CLAIM FOR RELIEF:
UNLAWFUL DEDUCTIONS IN VIOLATION OF WISCONSIN LAW

57. Morris individually and on behalf of the Wisconsin Unlawful Deductions Class alleges and incorporates by reference the allegations in the preceding paragraphs.

58. Section 103.455, Wis. Stat., requires an employer to gain written authorization from an employee prior to deducting wages from that employee for alleged defective or faulty workmanship, lost or stolen property or damage to property.

59. Plaintiffs and the putative Wisconsin Unlawful Deductions Class were subject to Alternative Entertainment's policy of deducting wages, characterized as "charge backs," for alleged defective or faulty workmanship, lost or stolen property or damage to property.

60. Alternative Entertainment did not obtain the written authorization of the Plaintiffs or putative Wisconsin Unlawful Deductions Class members prior to making "charge backs" or obtained coerced authorizations.

61. As a result of Alternative Entertainment's unlawful "charge back" policy, Morris and the putative Wisconsin Unlawful Deductions Class members have suffered a wage loss, wherefore they demand twice the amount of each "charge back" pursuant to Wis. Stat. § 103.455.

SIXTH CLAIM FOR RELIEF: CONVERSION
UNLAWFUL DEDUCTIONS UNDER MICHIGAN LAW

62. Stevenson, individually and on behalf of the Michigan Unlawful Deduction Class, alleges and incorporates by reference the allegations in the preceding paragraphs.

63. Alternative Entertainment wrongly exercised dominion over the property of Stevenson and the Michigan Unlawful Deduction Class, when it deducted wages, characterized as “chargebacks”, from the earnings of Stevenson and the Class for alleged defective or faulty workmanship, lost or stolen property or damage to property, or equipment purchases.

64. Alternative Entertainment did not obtain the written authorization of Stevenson or putative Michigan Unlawful Deductions Class members prior to making “charge backs” or obtained coerced authorizations.

65. As a result of taking money earned by Stevenson and the Class, as described above, Alternative Entertainment committed conversion under Michigan common law, and is therefore liable to Stevenson and the Michigan Unlawful Deductions Class for the value of the property taken at the time of the conversion, plus interest from the time of the conversion until final judgment is entered.

SEVENTH CLAIM FOR RELIEF:
FAILURE TO PAY OVERTIME COMPENSATION
IN VIOLATION OF MICHIGAN LAW

66. Stevenson individually and on behalf of the Michigan Overtime Classes re-alleges and incorporates by reference the allegations in the preceding paragraphs.

67. The foregoing conduct, as alleged, violates Mich. Comp. Laws 483.384.

68. At all relevant times, Alternative Entertainment has been, and continues to be, an “employer” within the meaning of Mich. Comp. Laws Ch. 483. At all relevant times, Alternative Entertainment has employed, and/or continues to employ, “employee[s],” including Stevenson and the members of the putative Michigan Overtime Classes, within the meaning of Mich. Comp. Laws Ch. 483.

69. At all relevant times, Stevenson and members of the putative Michigan Overtime Classes were Alternative Entertainment employees, within the meaning of Mich. Comp. Laws Ch. 483.

70. Mich. Comp. Laws Ch. 483 requires an employer to pay overtime compensation to all non-exempt employees. The Stevenson and members of the putative Michigan Overtime Classes are not exempt from overtime pay requirements under Michigan law.

71. At all relevant times, Alternative Entertainment had a policy and practice of failing and refusing to pay overtime pay to the Stevenson and members of the putative Michigan Overtime Classes for their hours worked in excess of forty (40) hours per workweek.

72. As a result of Alternative Entertainment’s willful failure to pay overtime wages earned and due to the Stevenson and the members of the putative Michigan Overtime Classes, Alternative Entertainment has violated, and continues to violate Mich. Comp. Laws 483.384.

73. Stevenson, on behalf of himself and members of the putative Michigan Overtime Classes, seek recovery of attorneys' fees, costs, and expenses of this action to be paid by Alternative Entertainment, as provided by Mich. Comp. Laws Ch. 483.

74. Stevenson, on behalf of himself and members of the putative Michigan Overtime Classes, seek damages in the amount of the unpaid wages earned and due as provided by Mich. Comp. Laws Ch. 483 as well as such other legal and equitable relief from Alternative Entertainment's unlawful and willful conduct as the Court deems just and proper.

EIGHTH CLAIM FOR RELIEF:
FAILURE TO PAY MINIMUM WAGE COMPENSATION
IN VIOLATION OF MICHIGAN LAW

75. Stevenson individually and on behalf of the Michigan Minimum Wage Classes re-allege and incorporate by reference the allegations in the preceding paragraphs.

76. Mich. Comp. Laws Ch. 483 requires that every wage paid or agreed to be paid by an employer to an employee shall be not less than the living wage.

77. During their employment with Alternative Entertainment, and within the applicable statute of limitations, Stevenson and the members of the putative Michigan Minimum Wage Classes were suffered and permitted to work hours for which they were not compensated at least the minimum rate as prescribed by Mich. Comp. Laws Ch. 483, including all nonproductive work they performed.

78. These practices violate Mich. Comp. Laws Ch. 483. As a result of these unlawful practices, Stevenson and the members of the putative Michigan Minimum Wage Classes have suffered a wage loss.

79. Stevenson, on behalf of himself and members of the putative Michigan Minimum Wage Classes, seek damages in the amount of the unpaid wages earned and due as provided by Mich. Comp. Laws Ch. 483, and any penalties due, as well as such other legal and equitable relief from Alternative Entertainment's unlawful and willful conduct as the Court deems just and proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs Richard Wilcox, Richard Morris and Dewey Stevenson, on behalf of themselves and all members of the Collective Classes and Rule 23 Classes pray for the following relief:

A. An order designating this action as a collective action on behalf of the Collective Class and issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated individuals;

B. An order certifying this action as a class action on behalf of the proposed Rule 23 Classes;

C. An order designating Wilcox, Morris and Stevenson as the Named Plaintiffs and as representatives of the Rule 23 Classes;

D. Leave to add additional plaintiffs by motion, the filing of written consent forms, or any other method approved by the Court;

E. An order finding that Alternative Entertainment violated the FLSA, Wisconsin and Michigan wage and hour laws;

F. An order finding that these violations were willful;

G. Judgment against Alternative Entertainment in the amount equal to the Plaintiffs' and the Collective Classes' unpaid back wages at the applicable minimum wage and overtime rates;

H. An award in the amount of all liquidated damages and penalties as provided under Wisconsin and Michigan law and the FLSA;

I. An award equaling twice the amount of each illegal "charge back," pursuant to Wis. Stat. § 103.455.

J. An award in the amount of all chargebacks taken from the Michigan Unlawful Deduction class during the preceding 3 years, plus interest.

K. An award in the amount of all costs and attorneys' fees incurred in prosecuting these claims; and

L. Such further relief as the Court deems just and equitable.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs demand a trial by jury.

Dated: August XXX, 2010.

HAWKS QUINDEL, S.C.
Attorneys for Plaintiffs

By: /s/ William E. Parsons
William E. Parsons, State Bar No. 1048594

Email: wparsons@hq-law.com
David C. Zoeller, State Bar No. 1052017
Email: dzoeiller@hq-law.com
Post Office Box 2155
Madison, Wisconsin 53701-2155
Telephone: 608/257-0040
Facsimile: 608/256-0236

AXLEY BRYNELSON, LLP
Attorneys for Plaintiffs

By: /s/ Michael J. Modl
Michael J. Modl, State Bar No. 1011419
Email: mmodl@axley.com
Timothy D. Edwards, State Bar No. 1036836
Email: tedwards@axley.com
Steven M. Streck, State Bar No. 1013070
Email: sstreck@axley.com
Post Office Box 1767
Madison, Wisconsin 53701-1767
Telephone: 608/257-5661
Facsimile: 608/257-5444

GINGRAS, CATES & LUEBKE, S.C.
Attorneys for Plaintiffs

By: /s/ Robert J. Gingras
Robert J. Gingras, State Bar No. 1002909
Email: gingras@gcllawyers.com
Michael J. Luebke, State Bar No. 1010307
Email: luebke@gcllawyers.com
Heath P. Straka, State Bar No. 1031351
Email: straka@gcllawyers.com
Post Office Box 1808
Madison, Wisconsin 53701-1808
Telephone: 608/833-2632
Facsimile: 608/257-5444

EXHIBIT E

**RICHARD WILCOX AND RICHARD MORRIS V. ALTERNATIVE
ENTERTAINMENT, INC., et al.**

**NOTICE OF WAGE/HOUR CLASS ACTION SETTLEMENT, SETTLEMENT
HEARING AND CLAIMS PROCEDURE**

To: Technicians Employed By Alternative Entertainment, Inc. (“AEI”) in Wisconsin at any time between December 22, 2003 and August 6, 2010; and Technicians Employed By AEI in Michigan at any time between October 29, 2006 and August 6, 2010.

Based on information in AEI’s records, you are a class member who may be entitled to participate and receive a substantial payment in the proposed settlement of claims asserted in the case captioned *Richard Wilcox, et al. v. Alternative Entertainment, Inc., et al.*, Case No. 09-CV-659 filed in the United States District Court for the Western District of Wisconsin (the “Civil Action”).

Please read this Notice carefully. It contains important information about your rights concerning the class action settlement described below. As described more fully below, *see* Section 6.c., to participate in the settlement, **you must submit a properly completed Settlement Claim Form and Release of Claims postmarked by DATE** [60 days from the date of mailing]. If you fail to turn in a timely Settlement Claim Form and Release of Claims, you will not be entitled to receive any monetary distribution from the settlement. If you do not want to participate in the settlement, and do not want to be bound by the Release described in Section 6.b., you must exclude yourself by mailing a letter informing the Claims Administrator of your intention to opt-out, postmarked by no later than [DATE].

Unless you “opt-out” of the Civil Action and the settlement by submitting a letter informing of your intention to opt-out postmarked by [DATE], you will be bound by the Release in Section 6.b., regardless of whether you submit a Settlement Claim Form and Release of Claims or receive money. *See* Section 9 below, for additional information. The law prohibits retaliation against current or former employees who participate in settlements.

Important Deadlines:

- Deadline for the Settlement Claim Form and Release of Claims: must be postmarked by DATE [60 days from the date of mailing];
- Deadline for the Opt-Out Letter: must be postmarked by [45 days from the date of mailing]
- Deadline for objecting to the settlement: must be postmarked by DATE [45 days from the date of mailing].

For assistance completing the enclosed Settlement Claim Form and Release of Claims or for assistance with related matters, please contact Class Counsel listed in Section 5 below.

This Notice explains the nature of the Civil Action and the terms of the settlement and informs you of your rights and obligations. This Notice should not be understood as an expression of any opinion by the Court as to the merits of any of the claims or defenses asserted by the Parties.

This Notice contains information about the following topics:

1. What Is This Civil Action About?
2. What Is A Class Action?
3. What Is The Purpose Of This Notice?
4. Who Is Included In The Civil Action?
5. Who Is Class Counsel?
6. Who is the Settlement Administrator
7. What Are the Benefits And Terms Of the Proposed Settlement (including information about how you can participate in the Settlement)?
8. When Is The Fairness Hearing To Approve Settlement?
9. How Can You Object To The Proposed Settlement?
10. How Can You Opt-out Of The Settlement?
11. Submission of Deficient Claim Forms/Right to Cure
12. How Can You Examine Court Records?
13. What If You Have Questions?

1. What Is This Civil Action About?

On or about October 29, 2009, Richard Wilcox, an employee of Alternative Entertainment, Inc. ("Plaintiff") brought this Civil Action, in which he claimed that AEI violated the Fair Labor Standards Act ("FLSA") and Wisconsin wage law by failing to pay employees overtime pay on some occasions. Plaintiff sought recovery of statutory damages, interest, attorneys' fees and costs, liquidated damages and other relief. The Plaintiff twice amended the Complaint to add other class representatives, Richard Morris and Dewey Stephenson, and to add claims that AEI violated the FLSA and Wisconsin and Michigan wage law by failing to pay

employees minimum wage and overtime pay on some occasions, and that AEI violated Wisconsin laws on payroll deductions and converted wages in Michigan for payroll deductions.

AEI has denied and continues to deny any wrongdoing and denies any and all liability and damages to anyone with respect to the alleged facts or causes of action asserted in the Civil Action. To avoid the burden, expense, inconvenience, and uncertainty of continued Civil Action, however, AEI has concluded that it is in its best interests to resolve and settle the Civil Action by entering into a settlement agreement (the "Settlement").

The Civil Action is presently before Judge Barbara B. Crabb, United States District Judge for the United States District Court for the Western District of Wisconsin. Judge Crabb has not made any decision on the merits of Plaintiffs' claims. On [DATE], the Court certified Plaintiffs' classes for purposes of settlement and granted preliminary approval of the Settlement, subject to a fairness hearing which will take place on [DATE].

2. What Is A Class Action?

A class action is a civil action in which the claims and rights of many people are decided in a single court proceeding. One or more representative plaintiffs, also known as "Plaintiffs" or "Class Representatives," file a civil action asserting claims on behalf of the entire class.

3. What Is The Purpose Of This Notice?

Judge Crabb has ordered that this Notice be sent to you because you may be a Class Member. The purpose of this Notice is to inform you of the proposed settlement and of your rights, including:

- To inform you of how to claim your potential share of Settlement funds;
- To inform you of your right to "opt-out" of the settlement classes, and thereby preserve your ability to independently bring any claim that you might have; and
- To inform you of your right to file objections to the Settlement.

4. Who Is Included In The Civil Action?

- **Wisconsin Overtime and Minimum Wage Class:** You are a Wisconsin Overtime/Minimum Wage Class Member if you were employed by AEI as a COV or POV technician at any time between October 29, 2006 and August 6, 2010 in Wisconsin.
- **Michigan Overtime and Minimum Wage Class:** You are a Michigan Overtime/Minimum Wage Class Member if you were employed by AEI as a COV or POV technician at any time between October 29, 2006 and August 6, 2010 in Michigan.

- **Wisconsin Deduction Wage Class:** You are a Wisconsin Deduction Wage Class Member if you were employed by AEI as technician at any time between December 22, 2003 and August 6, 2010 in Wisconsin.
- **Michigan Deduction Wage Class:** You are a Michigan Deduction Wage Class Member if you were employed by AEI as a technician at any time between October 29, 2006 and August 6, 2010 in Michigan.
- **It is possible that you may be a member of more than one of the above classes, and, if so, your claim will be valued accordingly.**

5. Who Is Class Counsel?

The Court has approved and appointed three firms to represent all members of the Class. Class Counsel are:

William E. Parsons
David C. Zoeller
HAWKS QUINDEL, S.C.
P.O. Box 2155
Madison, Wisconsin 53701-2155
(800) 610-0040

Michael J. Modl
Timothy D. Edwards
Steven M. Streck
AXLEY BRYNELSON, LLP
P.O. Box 1767
Madison, Wisconsin 53701-1767
(800) 368-5661

Robert J. Gingras
Michael J. Luebke
Heath P. Straka
GINGRAS, CATES & LUEBKE, S.C.
P.O. Box 1808
Madison, Wisconsin 53701-1808
(888) 357-7661

6. Who Is the Settlement Administrator?

Rust Consulting, Inc. is administering the settlement claims process. Settlement Claim Forms must be returned to Rust Consulting, Inc., and must be postmarked by DATE. Please direct questions related to the case or the settlement to class counsel listed above.

Rust Consulting, Inc.
PO Box 461
Minneapolis, MN 55440-0461
Phone: 1-800-616-1486

7. What Are The Benefits And Terms Of The Proposed Settlement?

Plaintiffs and Defendants have agreed to the Settlement summarized below. The complete terms and conditions of the proposed Settlement are on file with the Clerk of Court at the address listed below in Section 10. The Parties' obligations under the Settlement Agreement will not become effective unless and until it receives final court approval, including the exhaustion of any appeals.

a. What are the benefits of the settlement?

Class Members who timely and properly complete and return the Settlement Claim Form and Release of Claims, as described in Section 6.c. below, may be entitled to a substantial payment.

b. What is the legal effect of participating in the settlement?

If the Court grants final approval of the Settlement, in exchange for the promise of payment as set forth above, the claims asserted in the Civil Action will be dismissed with prejudice and Class Members who do not opt-out will fully release and discharge Defendants and/or Released Parties from all wage-related disputes (including related retaliation claims) and claims to the fullest extent allowed by law including but not limited to those arising for or related to any claims arising under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §201, *et. seq.*, the Michigan Wage Law, M.C.L. 408.381, *et. seq.*, the Michigan Payment of Wages and Fringe Benefits Act, M.C.L. 408.471, *et. seq.*, Wisconsin Hours of Labor Laws, Wis. Stat. §§103.01 *et. seq.*, Wisconsin Minimum Wage Law, Wis. Stat. Chap. 104, Wisconsin Hours of Work and Overtime Rules, Wis. Admin. Code, §§DWD 272.01 *et seq.* and 274.01 *et seq.*, The Wisconsin Wage Deduction Statute, Wis. Stat. §103.455, The Wisconsin Wage Payments, Claims and Collections Law, Wis. Stat. Chap. 109, and common law claims of conversion which any such Class Member has or might have, known or unknown, of any kind whatsoever, and any claim for attorney's fees or costs associated with the released claims. The foregoing release does not include any wage related claims brought pursuant federal, state, or local anti-discrimination statutes or laws.

The exact terms of the Release in the Settlement Agreement read:

(A) Release of Claims – Class Members. By operation of this Agreement and except as to such rights or claims as may be created by this Agreement or those nonwaivable by law, , Class Counsel, and Class Representatives, on behalf of each individual Wisconsin Overtime/Minimum Wage Class Member, Michigan Overtime/Minimum Wage Class Member, Wisconsin Deduction Class Member, Michigan Deduction Class Member, Opt-In Class

Member and Class Representative hereby irrevocably and unconditionally forever and fully releases and covenants not to sue Defendants and/or the Released Parties from any and all past and present wage-related disputes, matters, claims, demands, and causes of action, of any kind whatsoever, whether at common law, pursuant to statute, ordinance, or regulation, in equity or otherwise, and whether arising under federal, state, or other applicable law related to any wage related disputes (including related retaliation claims) and claims including but not limited to those arising for or related to any claims arising under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §201, et. seq., the Michigan Wage Law, M.C.L. 408.381, et. seq., the Michigan Payment of Wages and Fringe Benefits Act, M.C.L. 408.471, et. seq., Wisconsin Hours of Labor Laws, Wis. Stat. §§103.01 et. seq., Wisconsin Minimum Wage Law, Wis. Stat. Chap. 104, Wisconsin Hours of Work and Overtime Rules, Wis. Admin. Code, §§DWD 272.01 et seq. and 274.01 et seq., The Wisconsin Wage Deduction Statute, Wis. Stat. §103.455, The Wisconsin Wage Payments, Claims and Collections Law, Wis. Stat. Chap. 109, and common law claims of conversion which any such Rule 23 Class Member or Class Representative has or might have, known or unknown, of any kind whatsoever (the “Wage Classes Released Claims”). The foregoing release does not include any wage related claims brought pursuant to employment discrimination statutes or laws.

- (B) Release of Claims - Fees and Costs. All Claimants, Class Counsel, and Class Representatives, on behalf of the classes and each individual Class Representative, Rule 23 Class Member and Opt-In Member, hereby irrevocably and unconditionally release, acquit, and forever discharge any claim that they may have against Defendants and the Released Parties for attorneys’ fees and costs associated with Class Counsel’s representation of the Class Representatives, the Rule 23 Class Members, or the Opt-In Class Members. Class Counsel has petitioned the Court for fees totaling 1/3 of the Maximum Settlement Amount of \$2,330,000. Additionally, the parties have agreed that the Class Representatives shall receive payments for their assistance in prosecuting this lawsuit totaling no more than \$25,000. Class Representatives and Class Counsel understand and agree that any fees and costs approved by the Court will be the full, final and complete payment of all attorneys’ fees and costs associated with Class Counsel’s representation of Plaintiffs with regard to the Released Claims and/or the Class Representatives’ Released Claims.

c. How can I receive a distribution in the settlement?

If you wish to receive a distribution from the Settlement Fund, you must timely complete and return the enclosed Settlement Claim Form and Release of Claims according to instructions provided on the form, including a release of claims consistent with that set forth in Section 6.b of this Notice. The oath must be personally filled out by the current or former employee who seeks to participate in the Settlement or someone with a legal right to act on his or her behalf.

The Settlement Claim Form and Release of Claims must be properly completed, signed, and mailed to the Claims Administrator via First Class United States Mail, and must be postmarked by DATE[60 days from the date of mailing]. If you do not properly complete and timely submit the Settlement Claim Form and Release of Claims postmarked by DATE [60 days from the date of mailing], you will not be eligible to receive any monetary distribution. You should NOT complete the Settlement Claim Form and Release of Claims if you send in an opt-out letter. If you do submit both an opt-out letter and the Settlement Claim Form and Release of Claims, you will be eligible to receive your potential share of the settlement and will still be bound by all other terms of the Settlement.

8. When Is The Fairness Hearing To Approve The Settlement?

The Court has granted preliminary approval of the proposed Settlement, concluding preliminarily that the Settlement is fair, adequate, and reasonable and that the proposed distribution of the Settlement amount is fair, adequate, and reasonable. A hearing will be held to determine whether final approval of the Settlement should be granted. At the hearing, the Court will hear objections, if any, and arguments concerning the fairness of the proposed Settlement. The hearing will take place before Judge Crabb on [DATE] or as soon thereafter as practicable, in United States District Court for the Western District of Wisconsin, 120 North Henry Street, Madison, Wisconsin 53701-0432. The Court will also consider Class Counsel's application for fees and costs and the service payments sought by Class Representatives. The time and date of this hearing may be continued or adjourned, so please contact Class Counsel prior to the date of the hearing if you plan to attend.

YOU ARE NOT OBLIGATED TO ATTEND THIS HEARING. YOU MAY ATTEND THE HEARING IF YOU PLAN TO OBJECT TO THE SETTLEMENT. YOU MAY ALSO RETAIN YOUR OWN ATTORNEY TO REPRESENT YOU IN YOUR OBJECTIONS. IF YOU WISH TO ATTEND THE HEARING, YOU MUST SUBMIT A WRITTEN OBJECTION AS DESCRIBED IN THE FOLLOWING SECTION AND MUST STATE IN WRITING YOUR INTENTION TO APPEAR AT THE FAIRNESS HEARING.

9. How Can You Object To The Proposed Settlement?

If you want to object to the Settlement, you must serve a written statement of the objection to class counsel, at the addresses listed in paragraph 5 above, and file it with the court at the following address:

United States District Court
Western District of Wisconsin
120 North Henry Street, Room 320
P.O. Box 432
Madison, WI 53701-0432

Your objection will not be heard unless it is mailed to the Class Counsel and Defense Counsel and filed with the court via First Class United State Mail, postage prepaid, and postmarked by DATE [45 days from the date of mailing]. The objection need not be in any specific form; a short and simple statement of your objection is sufficient. You do not need to be represented by counsel to object. If you wish to present your objection at the fairness hearing, you must state your intention to do so in your written objection.

10. How Can You Opt-Out Of The Settlement?

You have the right to exclude yourself, and yourself only, from this Civil Action and Settlement. If you choose to exclude yourself, you will not be barred from seeking relief with respect to any legal claims and will be free to pursue an individual claim, if any, against Defendants, but you will not be eligible to receive the benefits of this Settlement. If you intend to exclude yourself, you must draft a letter stating “I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN WILCOX, ET AL. V. ALTERNATIVE ENTERTAINMENT, INC., ET AL., UNITED STATES DISTRICT COURT CASE, NO. 09-CV-00659, IN THE WESTERN DISTRICT OF WISCONSIN. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT.” The Opt-Out letter must be mailed to the Claims Administrator via First Class United States Mail, postage prepaid, and postmarked no later than [45 days from the date of mailing]. You should NOT mail a Opt-Out letter if you complete the Settlement Claim Form and Release of Claims. If you do submit both an Opt-Out letter and the Settlement Claim Form and Release of Claims, you will be eligible to receive your share of the settlement and will still be bound by all other terms of the Settlement.

11. Submission of Deficient Claim Forms/Right to Cure

If any Class Member timely submits a deficient Claim Form, then, within fifteen (15) calendar days of the Settlement Administrator’s receipt of such Claim Form, the Settlement Administrator shall send by first class mail a notice to such Class Member informing him or her of the deficiency and that he or she has twenty (20) calendar days from the date the notice is mailed to cure the deficiency. The Settlement Administrator will also copy (via email) Class Counsel and Defense Counsel with any such notices of deficiency. A response from the Class Member curing the deficiency must be in writing and must be postmarked and mailed within twenty (20) calendar days after the date the notice of deficiency is mailed to the Class Member in order to be considered a timely response. Any responses that are not timely shall not be considered, and the deficient Claim Form shall be null and void and shall not be accepted or processed.

12. How Can You Examine Court Records?

The foregoing description of the case is general and does not cover all of the issues and proceedings thus far. In order to see the complete file, including a copy of the Settlement

Agreement, you should visit the Clerk of Court US District Court, Western District of Wisconsin, 120 North Henry Street, Room 320, Madison, Wisconsin 53701-0432. The Clerk will make all files relating to this Civil Action available to your for inspection and copying at your own expense.

13. What If You Have Questions?

If you have questions about this Notice, or want additional information, you can contact Class Counsel at the phone numbers and addresses listed in Section 5 above. More information may be found at www.aeiclassaction.com.

Dated: [DATE].

This Notice is sent to you by Order of the United States District Court for the Western District of Wisconsin. Unless filing an objection to the settlement, please do not contact the Court. More information may be found at www.aeiclassaction.com.

Exhibit F

TECHNICIAN SETTLEMENT CLAIMS ADMINISTRATOR
C/O RUST CONSULTING, INC.
PO BOX 461
MINNEAPOLIS, MN 55440-0461

RETURN SERVICE REQUESTED

<<RUST BAR CODE PER CLASS MEMBER>>

NAME
ADDRESS
CITY STATE ZIP

CLAIM, OPT IN, WAIVER AND RELEASE FORM AND SUBSTITUTE W-9 FOR TECHNICIANS

Richard Wilcox and Richard Morris v. Alternative Entertainment, Inc., et al.

You may be eligible for a substantial payment, if you are a Class Member and you did not opt out of the settlement, and if you properly complete the SETTLEMENT CLAIM FORM AND RELEASE OF CLAIMS and timely mail it to the Claims Administrator. In order to be eligible to receive any portion of the settlement funds you **MUST** sign, date, and return the SETTLEMENT CLAIM FORM AND RELEASE OF CLAIMS attached to this document, **the form must be postmarked on or before DATE**. [60 days from the date of mailing].

If your SETTLEMENT CLAIM FORM AND RELEASE OF CLAIMS is not postmarked by DATE [60 days from the date of mailing], you will not be eligible to receive any portion of the settlement funds. For more information on the settlement and your rights, please see the attached NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION CIVIL ACTION AND FAIRNESS HEARING ("NOTICE").

By signing, dating, and returning the SETTLEMENT CLAIM FORM AND RELEASE OF CLAIMS, you are confirming the release of claims set forth below (for further information, see NOTICE). The SETTLEMENT CLAIM FORM AND RELEASE OF CLAIMS must be personally filled out by the current or former employee who seeks to participate in the settlement or someone with a legal right to act on his or her behalf.

Be sure to make a copy of the signed Claim Form for your records. It is your responsibility to keep a current address on file with the Claims Administrator. Please make sure to notify the Claims Administrator of any change of address. The contact information for the Claims Administrator is in Section 6 of the Notice.

CONSENT TO JOIN

I understand that this lawsuit is being brought under the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, *et seq.* ("FLSA") and various other state laws. I hereby consent and agree to pursue any claims under the FLSA against AEI by joining in the above-referenced lawsuit filed in the United States District Court for the Western District of Wisconsin,

titled *Richard Wilcox, et. al. v. Alternative Entertainment, Inc. et al.*, Case No. 09-CV-659, as amended (the “Civil Action”), and I hereby opt-in to become a plaintiff in the Civil Action. I consent and agree to be bound by any adjudication of this action by the Court. I consent and agree to pursue my claims for wage-related claims of any kind during my tenure as an AEI technician in connection with the above-referenced Civil Action. I hereby designate the law firms of Hawks Quindel, S.C., Axley Brynerson, LLP and Gingras, Cates & Luebke, S.C. to represent me in this action. I further agree to be bound by the collective and class action settlement. This settlement has been approved by the class representatives and my attorneys and has been preliminarily approved by this Court as fair, adequate, and reasonable.

RETALIATION

The law prohibits retaliation against an employee for exercising his/her rights under the FLSA, Wisconsin wage and hour law, or Michigan wage and hour law. Therefore, AEI and its employees are prohibited from discharging you or retaliating against you because you choose to participate in this lawsuit.

QUESTIONS

If you have any further questions with respect to this action or about this Notice, you may direct such questions to Class counsel at 608/257-0040. More information may be found at www.aeiclassaction.com. **YOU SHOULD NOT CONTACT THE COURT.**

RELEASE OF CLAIMS

The release below includes: all wage and hour claims for current and former AEI employees who were employed in Wisconsin or Michigan at anytime between October 29, 2006 and August 6, 2010; all wage deduction claims for current and former AEI employees who were employed in Wisconsin at any time between December 22, 2003 and August 6, 2010; and all wage deduction claims for current and former AEI employees who were employed in Michigan at any time between October 29, 2006 and August 6, 2010.

By signing below, I acknowledge that I was employed by Alternative Entertainment, Inc. (“Defendant” or “AEI”):

in Wisconsin or Michigan as a COV or POV technician at any time between October 29, 2006 and August 6, 2010 and was not paid minimum wage and/or overtime for all hours I worked; and / or

in Wisconsin or Michigan as a technician and had money deducted from my wages for defective or faulty workmanship, lost or stolen property or damage to property without my authorization; and that I:

(A) Hereby irrevocably and unconditionally forever and fully release and covenant not to sue Defendants and/or the Released Parties (defined as, Defendants and DISH Network, Inc.

their owners (including, but not limited to, Tom Burgess), stockholders, predecessors, successors, assigns, agents, directors, officers, employees, representatives, insurers, attorneys, parent companies, divisions, subsidiaries, affiliates, benefit plans, plan fiduciaries and/or administrators, and all persons acting by, through, under or in concert with any of them), from any and all past and present wage related matters, claims, demands, and causes of action, of any kind whatsoever, whether at common law, pursuant to statute, ordinance, or regulation, in equity or otherwise, and whether arising under federal, state, or other applicable law, related to any wage-related disputes (including related retaliation claims) and claims including but not limited to those arising for or related to any claims arising under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §201, *et. seq.*, the Michigan Wage Law, M.C.L. 408.381, *et. seq.*, the Michigan Payment of Wages and Fringe Benefits Act, M.C.L. 408.471, *et. seq.*, Wisconsin Hours of Labor Laws, Wis. Stat. §§103.01 *et. seq.*, Wisconsin Minimum Wage Law, Wis. Stat. Chap. 104, Wisconsin Hours of Work and Overtime Rules, Wis. Admin. Code, §§DWD 272.01 *et seq.* and 274.01 *et seq.*, The Wisconsin Wage Deduction Statute, Wis. Stat. § 103.455, The Wisconsin Wage Payments, Claims and Collections Law, Wis. Stat. Chap. 109, and common law claims of conversion which any such Rule 23 Class Member or Class Representative has or might have, known or unknown, of any kind whatsoever ("Wage Classes Released Claims"), and any claim for attorney's fees or costs associated with the released claims. The foregoing release does not include any wage related claims brought pursuant federal, state, or local anti-discrimination statutes or laws. [This release does not affect the releasing individual's rights to bring claims against DISH Network related to his employment with DISH Network prior to or subsequent to his employment with the Company.](#)

(B) Hereby irrevocably and unconditionally release, acquit, and forever discharge any claim that I may have against Defendants and/or the Released Parties (defined as, Defendants and DISH Network, Inc., their owners (including, but not limited to, Tom Burgess), stockholders, predecessors, successors, assigns, agents, directors, officers, employees, representatives, insurers, attorneys, parent companies, divisions, subsidiaries, affiliates, benefit plans, plan fiduciaries and/or administrators, and all persons acting by, through, under or in concert with any of them, including any party that was or could have been named as a defendant in the Civil Action), for attorneys fees and costs associated with Class Counsel's representation of the Class Representatives and the Rule 23 Class Member in connection with the Released Claims. In addition, with regard to the release of claims against Dish Network, Inc., its owners, stockholders, predecessors, successors, assigns, agents, directors, officers, employees, representatives, insurers, attorneys, parent companies, divisions, subsidiaries, affiliates, benefit plans, plan fiduciaries and/or administrators, the foregoing release applies only to claims arising during the releasing individual's employment with the Company or termination therefrom." This release does not affect the releasing individual's rights to bring claims against DISH Network related to his employment with DISH Network prior to or subsequent to his employment with the Company. I understand and agree that any fee payments approved by the Court will be the full, final, and complete payment of all attorneys fees and costs associated with Class Counsel's representation of those individuals for any wage claims held by me in connection with the Released Claims.

I acknowledge that this Settlement Claim Form and Release of Claims is intended to include in its effect all wage related claims as set forth above asserted in or arising from my employment with AEI or asserted in this case, including both asserted and unasserted claims, and including those claims that I do not know or suspect to exist in my favor against AEI or Released Parties.

I declare under penalty of perjury that the above information is correct.

Date

Signature

This Claim Form and Release of Claims must be properly completed, signed, and mailed to the Claims Administrator at the following address via First Class United States mail, and postmarked by DATE [60 days from the date of mailing]:

Technician Settlement Claims Administrator
C/O Rust Consulting, Inc.
PO Box 461
Minneapolis, MN 55440-0461

Address Information:

Name

Address

City, State, Zip Code



GREEN BAY AREA FINANCIAL CENTERS:

Ashwaubenon Financial Center 960 Hansen Road, Green Bay, WI 54304 (920) 491-9955
Bay Settlement Financial Center 2260 Bay Settlement Road, Green Bay, WI 54311 (920) 468-0900
Downtown Green Bay City Center 301 N. Adams, Green Bay, WI 54301 (920) 430-9800
Howard Financial Center 2450 Velp Avenue, Suite 101, Green Bay, WI 54303 (920) 434-5400
I-43 Financial Center 920 Huron Road, Green Bay, WI 54311 (920) 468-2500
Ledgeview Financial Center 1395 S. Broadway, De Pere, WI 54115 (920) 983-7600
Seymour Financial Center 106 E. State Road 54, Seymour, WI 54165 (920) 833-2288
Suamico Financial Center 2502 Lineville Road, Green Bay, WI 54313 (920) 434-1000
West De Pere Financial Center 1450 Scheuring Road, De Pere, WI 54115 (920) 336-6360

LETTER OF CREDIT
Re: Our Letter of Credit No. 1393

We have established our irrevocable standby Letter of Credit in your favor as detailed herein subject to ISP 98.

Documentary Credit Number: 517956

Further Identification:

Date of Issue: September 2, 2010

Beneficiary: Rust Consulting, Inc.
625 Marquette Ave., Suite 880
Minneapolis, MN 55402

Applicant: Alternative Entertainment, Inc.
6560 Old Hwy. 29
Seymour, WI 54165

Date and Place of Expiry: March 2, 2011
At our counter no later than 3:00pm C.D.T

Documentary Credit Amount: USD2,330,000

Available with: Baylake Bank, N.A.

This Letter of Credit shall be effective until 3:00p.m., CDT on March 2, 2011. At that time, this Letter of Credit will expire unless, at least 30 days prior to that expiry date, Rust Consulting, Inc. sends written notice to us via certified mail, express carrier, or hand delivery at the above address that you wish to extend this Letter of Credit for an additional four month period. If the term of this Letter of Credit is so renewed, then this Letter of Credit will expire at the end of such renewal period or any succeeding renewal period unless, at least 30 days prior to the then-current expiry date, you send written notice to us via certified mail, express carrier, or hand delivery at the above address that you wish to extend this Letter of Credit for an additional four month period.

At least 15 days prior to the expiry of the then-current term of this Letter of Credit, we may send you a notice in writing via certified mail, express carrier or hand delivery at the above-address that we elect not to extend this Letter of Credit for any additional period. Upon such notice to

you, you may draw on us within the then-applicable expiry date and time via certified mail, express carrier or by hand delivery to Baylake Bank located at 217 North Fourth Avenue, Sturgeon Bay, Wisconsin, 54235 at sight for an amount not to exceed the balance remaining in this Letter of Credit. Such draw must be made by your presentation of your draft and dated statement purportedly signed by one of your officials reading as follows: Quote:

The amount of this drawing USD _____ under Baylake Bank, N.A. Letter of Credit number 1393 represents funds due to us as we have received notice from Baylake Bank, N.A. of their decision not to extend Letter of Credit number 1393 and the underlying obligation remains outstanding. Unquote.

Additional Details:

This Letter of Credit is available with Baylake Bank, N.A. against beneficiary's dated statement purportedly signed by one of its authorized officers in the form of Exhibit A attached hereto which forms an integral part of this Letter of Credit.

All correspondence and any drawings hereunder are to be directed within the then-applicable expiry date and time, via certified mail, express carrier or by hand delivery to Baylake Bank, Attention: Standby Letter of Credit Department located at 217 North Fourth Avenue, Sturgeon Bay, Wisconsin, Customer inquiry number is 1-800-267-3610. Please have our reference number available when you contact us.

We hereby engage with you that drawings made under and in compliance with the terms and conditions of this Letter of Credit will be duly honored. The number and the date of our credit and the name of our bank must be quoted on all documents required.

Except as far as otherwise expressly stated herein, this Letter of Credit is subject to the International Standby Practices ("ISP98"), International Chamber of Commerce Publication no. 590. This Letter of Credit shall also be governed by, and construed in accordance with the laws of the State of Wisconsin.



Keith Appleton, Vice President-Baylake Bank

EXHIBIT A

Ladies and Gentlemen:

The undersigned hereby draws on irrevocable Letter of Credit no. 1393 (the "Letter of Credit"), issued by Baylake Bank, N.A. (the "Issuer") in favor of Rust Consulting, Inc. (the "Beneficiary").

In connection therewith, the Beneficiary hereby certifies to the Issuer, with reference to the Letter of Credit, that Alternative Entertainment, Inc. ("AEI") has failed to pay the settlement funds obligated under the Settlement Agreement that it entered into with Plaintiffs in Wilcox, et al. v. Alternative Entertainment, Inc., et al., W.Dis.Ct. Wis., Case No. 09-CV-659. Beneficiary is entitled under that Settlement Agreement to present this draft and draw upon the Letter of Credit. In addition, Beneficiary hereby certifies to the Issuer that the amount of the accompanying draft properly reflects amounts owed by AEI to the Beneficiary under the Settlement Agreement, and the amount does not exceed the amount which is due and payable by AEI to the Beneficiary under the Settlement Agreement, and that AEI has failed to pay such amount now due.

Such amounts shall be paid by wire transfer to the following bank and account:

In witness thereof, the Beneficiary has executed and delivered this certificate this ____ day of _____.

Authorized Officer

Authorized Signature

EXHIBIT H

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

RICHARD WILCOX and
RICHARD D. MORRIS and the
putative classes of others similarly
situated,

Plaintiffs,

v.

Case No. 09-CV-659

ALTERNATIVE ENTERTAINMENT, INC., et al.,

Defendants.

**CLASS REPRESENTATIVE SETTLEMENT AGREEMENT
AND RELEASE OF CLAIMS**

This individual Settlement Agreement and Release of Claims (the “Agreement”) is made by _____, his/her heirs, executors, administrators, attorneys, agents and/or assigns (collectively, “the Plaintiff”); and Alternative Entertainment, Inc., (“AEI”) (collectively, “the Parties”) to reflect the settlement of any and all claims the Plaintiff may have against the Released Parties (as defined in ¶ 1) including but not limited to claims asserted in the matter entitled *Richard Wilcox, et. al. v. Alternative Entertainment, Inc., et al.*, Case No. 09-CV-659 filed in the United States District Court for the Western District of Wisconsin (the “Civil Action”). In the Civil Action, the United States District Court for the Western District of Wisconsin has approved settlement of all claims and dismissed this action with prejudice. The full terms of settlement are set forth in the Settlement Agreement filed with the Court.

1. Release: Plaintiff forever and fully releases and covenants not to sue AEI and DISH Network, Inc., their owners (including, but not limited to, Tom Burgess), stockholders,

predecessors, successors, assigns, agents, directors, officers, employees, representatives, insurers, attorneys, parent companies, divisions, subsidiaries, affiliates, benefit plans, plan fiduciaries and/or administrators, and all persons acting by, through, under or in concert with any of them, including any party that was or could have been named as a defendant in the Civil Action (collectively, the “Released Parties”) from any and all past and present matters, claims, demands, and causes of action, of any kind whatsoever, whether at common law, pursuant to statute, ordinance, or regulation, in equity or otherwise, and whether arising under federal, state, or other applicable law, which Plaintiff has or might have, known or unknown, of any kind whatsoever, arising from the period of time preceding the execution of this Agreement (with the exception of any workers’ compensation claims or unemployment claims under Wisconsin law or any claims under COBRA) (“Class Representative Released Claims”).

2. Specific Payment: In full settlement of all claims, including claims for attorneys’ fees, and in consideration of the execution by the Plaintiff of this Agreement and the promises made herein, AEI hereby agrees that it will pay the Plaintiff the amount of [XXXXXXXXXX] (less applicable withholding) as a Class Representative. Said payment will be made by AEI as payment of wages with appropriate withholding and tax reporting. The funds will be paid in the form of a check with the Federal, State, and Local wage withholding taxes withheld and reported to the appropriate taxing authority. The Claims Administrator will withhold the employer’s portion of the withholding and pay that amount out of AEI’s separate funds. The Claims Administrator shall issue to each Plaintiff receiving payment a W-2 for half the gross amount of the payment described in this paragraph for the year they receive the monies and a Form 1099 for the remaining half of the gross amount of the payment. Defendant shall be solely responsible to pay for all “employer-sided” taxes as required as a result of said payments,

and Plaintiffs shall be solely responsible to pay for all “employee-sided” taxes required as a result of said payments.

3. Non-Admission: The parties understand and agree that AEI’s agreement to pay the amount described or any other statement made in this Agreement shall not constitute an admission of any violation of any law or breach of any duty by AEI, nor does it constitute an admission of any allegation of wrongdoing or illegal conduct on the part of the Released Parties. The parties recognize that AEI specifically denies each and every one of the allegations of wrongdoing and illegal conduct made by the Plaintiffs. AEI expressly denies liability for any claim asserted by the Plaintiffs and is settling this dispute in order to avoid the inconvenience of further controversy and for no other reason.

4. Class Counsel Review : The terms of this Agreement are the product of mutual negotiation and compromise between the Plaintiff (or his/her representatives) and AEI. Class Counsel is as follows:

William E. Parsons
David C. Zoeller
HAWKS QUINDEL, S.C.
P.O. Box 2155
Madison, Wisconsin 53701-2155
(608) 257-0040

Michawl J. Modl
Timothy D. Edwards
Steven M. Streck
AXLEY BRYNELSON, LLP
P.O. Box 1767
Madison, Wisconsin 53701-1767
(608) 257-5661

Robert J. Gingras
Michael J. Luebke
Heath P. Straka
GINGRAS, CATES & LUEBKE, S.C.
P.O. Box 1808
Madison, Wisconsin 53701-1808
(608) 833-2632

THE UNDERSIGNED FURTHER STATES THAT HE/SHE HAS CAREFULLY READ AND UNDERSTAND THE WRITTEN AND FOREGOING “SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS”; THAT HE/SHE HAS HAD FULL

OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL; THAT HE/SHE HAS FULL AUTHORITY TO EXECUTE SAID AGREEMENT; AND THAT HE/SHE EXECUTES SAME AS HIS OWN FREE ACT AND DEED.

In order to receive payment specified in ¶ 2, this Settlement Agreement and Release of Claims must be properly completed, signed, and mailed to the Claims Administrator at the following address via First Class United States mail, and received by [DATE]:

Rust

[ADDRESS]

AGREED:

DATED:

[XXXXXXXXXX]

_____, 20__